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14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 JUSTIN FRANKS, JACK BACIGALUPI,  
17 individually and on behalf of others  
18 similarly situated,

19 Plaintiffs,

20 vs.

21 SIDEPRIZE LLC d/b/a PRIZEPICKS,  
22 AND DOES 1-20,

23 Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR  
EQUITABLE MONETARY AND  
INJUNCTIVE RELIEF**

**Jury Trial Demanded**

1 **I. INTRODUCTION**

2 1. For years, Defendant SidePrize LLC d/b/a PrizePicks (“PrizePicks”), has been  
3 operating mobile gambling applications and websites within California (collectively, the  
4 “Gambling Websites”), representing to customers and the public that its daily fantasy sports  
5 contests, such as “Pick ‘Em,” are legal forms of gambling in California. They are not.

6 2. Plaintiffs Justin Franks and Jack Bacigalupi (together “Plaintiffs”), on behalf of  
7 themselves and the proposed class of similarly situated Californians, bring this lawsuit to stop the  
8 unlawful gambling that occurs on PrizePicks’ Gambling Websites in California and to recover the  
9 money that PrizePicks has unlawfully taken from them.

10 **II. PARTIES**

11 **A. Plaintiffs.**

12 3. At all times relevant to this action, Plaintiff Justin Franks was over the age of 18 and  
13 was a resident of San Francisco, California.

14 4. At all times relevant to this action, Plaintiff Jack Bacigalupi was over the age of 18  
15 and was a resident of San Francisco, California.

16 **B. Defendants.**

17 5. Defendant SidePrize LLC d/b/a PrizePicks is a Georgia Limited Liability  
18 Corporation with its headquarters in Atlanta, Georgia. According to its website, “PrizePicks [is]  
19 the largest daily fantasy sports operator in North America.”<sup>1</sup>

20 6. PrizePicks regularly conducts business within California and this District, including  
21 by running the Gambling Websites that are the subject of this litigation.

22 7. On information and belief, Does 1-20 are individuals and/or entities who facilitate  
23 PrizePicks’ unlawful practices described in this Complaint. The identities of Does 1-20 are not  
24 presently known to Plaintiffs. The Doe defendants, along with defendant PrizePicks, are  
25 collectively referred to in this Complaint as “Defendants.”

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28 <sup>1</sup> <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited June 10, 2025).

1 8. Plaintiffs expressly reserve their right to amend this Complaint to add the Doe  
2 defendants by name, once their identities are known.

3 **III. JURISDICTION AND VENUE**

4 9. This Court has subject matter jurisdiction over this action pursuant to the Class  
5 Action Fairness Act, 28 U.S.C. § 1332(d), because there exists minimal diversity between class  
6 members and Defendants and because the amount in controversy exceeds \$5,000,000, exclusive of  
7 interest and costs.

8 10. The United States District Court for the Northern District of California has personal  
9 jurisdiction over the parties in this matter because Plaintiff Franks resides in San Francisco County  
10 and Plaintiff Bacigalupi also resides in San Francisco County. PrizePicks regularly conducts  
11 business within this District, including by engaging in the unlawful gambling practices that are at  
12 the center of this action.

13 11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(c) because  
14 Plaintiff Franks resides in San Francisco County and Plaintiff Bacigalupi also resides in San  
15 Francisco County, and PrizePicks' unlawful actions, which are the subject of this action, occurred  
16 in San Francisco County, among other locations within California.

17 12. Pursuant to California Civil Code Section 1780(d), a declaration from Plaintiff  
18 Bacigalupi is attached as **Exhibit A** confirming that venue is proper.

19 **IV. DIVISIONAL ASSIGNMENT**

20 13. Pursuant to Local Rules 3.2(c) and 3.5(b), Plaintiffs further state that assignment to  
21 the San Francisco and Oakland Division of this Court is proper because Plaintiff Franks resides in  
22 San Francisco County and Plaintiff Bacigalupi also resides in San Francisco County, and many of  
23 the events at issue in this lawsuit occurred in San Francisco County, which pursuant to Local Rule  
24 3-2(d) provides for assignment to this Division.

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V. FACTUAL ALLEGATIONS

A. **California’s Longstanding Ban on Gambling.**

14. For over 150 years, California has broadly prohibited commercialized gambling.

15. For example, in 1872, California enacted Penal Code Section 330, which provides in relevant part that “[e]very person who . . . conducts, either as owner or employee . . . *any banking or percentage game* played with . . . *any device*, for money, checks, credit, or other representative of value . . . is guilty of a misdemeanor.” CAL. PENAL CODE § 330 (emphasis added).

16. A “banking game” refers to a situation where the “house” is a participant in the game, taking on all contestants, paying all winners, and collecting from all losers. *See Sullivan v. Fox*, 189 Cal. App. 3d 673, 678 (1987). And a “percentage game” refers to a situation where the house collects a portion of the bets or wagers made by contestants, but is not directly involved in game play. *See id. at 679*.

17. Similarly, California Penal Code Section 337a prohibits additional conduct, including:

- “*Pool selling or bookmaking, with or without writing, at any time or place.*” CAL. PENAL CODE § 337a(a)(1) (emphasis added).
- “[R]eceive[ing], hold[ing], or forward[ing] . . . in any manner whatsoever, any money . . . staked, pledged, bet or wagered, or to be staked, pledged, bet or wagered, or offered for the purpose of being staked, pledged, bet or wagered, upon the result, or purported result, of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus, or upon the result, or purported result, of any lot, chance, casualty, unknown or contingent event whatsoever.” *Id. at (a)(3)* (emphasis added).
- “[A]t any time or place, record[ing], or register[ing] any bet or bets, wager or wagers, upon the result, or purported result, of any trial, or purported trial, or contest, or purported contest, of skill, speed or power of endurance of person or animal, or between persons, animals, or mechanical apparatus, or upon the

1 result, or purported result, *of any* lot, chance, casualty, *unknown or contingent*  
2 *event whatsoever.*” *Id.* at (a)(4) (emphasis added).

- 3 • “[O]ffer[ing] or accept[ing] any bet or bets, or wager or wagers, upon the result,  
4 or purported result, *of any* trial, or purported trial, or *contest*, or purported  
5 contest, of skill, speed or power of endurance *of person* or animal, or *between*  
6 *persons, animals, or mechanical apparatus.*” *Id.* at (a)(6) (emphasis added).

7 18. The terms used in Section 337a have their commonsense meanings. For example,  
8 the California Court of Appeal has explained that “[p]ool selling’ is the selling or distribution of  
9 shares or chances in a wagering pool,” such as when money wagered by all participants is combined  
10 into a single pool and the winnings are distributed based on predetermined rules. *See Finster v.*  
11 *Keller*, 18 Cal. App. 3d 836, 846 (1971) (cleaned up). And “[b]ookmaking’ is the making of a  
12 betting book and includes the taking of bets, [and] [t]he taking of one bet is sufficient” to constitute  
13 “bookmaking.” *People v. Thompson*, 206 Cal. App. 2d 734, 739 (1962) (cleaned up).

14 19. Similarly, “bet” and “wager” have their commonsense meanings. For example, the  
15 Judicial Council of California Criminal Jury Instructions (2025 Edition) provides that a “bet is a  
16 wager or agreement between two or more people that if an uncertain future event happens, the loser  
17 will pay money to the winner or give the winner something of value. A bet includes a wager made  
18 on the outcome of any actual or purported event, including but not limited to any kind of sporting  
19 contest.” CALCRIM No. 2993, Receiving or Holding Bets (CAL. PENAL CODE § 337a(a)(3))  
20 (cleaned up).<sup>2</sup>

21 20. “Bets” and “wagers” include entry fees paid in online fantasy sports. *Los Angeles*  
22 *Turf Club v. Horse Racing Labs, LLC*, 2017 WL 11634526, at \*8 (C.D. Cal. May 15, 2017).

23 21. Put simply, a company violates California Penal Code Section 337a when it engages  
24 in pool selling, bookmaking, or accepts or records any bets or wagers on the result of any contest  
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27 \_\_\_\_\_  
28 <sup>2</sup> Available online at <https://www.justia.com/criminal/docs/calcrim/2900/2993/> (last visited June 10, 2025).

1 and/or any unknown or contingent event whatsoever—including, without limitation, bets  
2 associated with the performance of persons, such as in fantasy sports.<sup>3</sup>

3 22. Moreover, various sections of the California Penal Code prohibit “lotteries” and  
4 “games of chance.”

5 23. For example, Penal Code Sections 320 and 321 make the operation of a lottery  
6 unlawful: “Every person who contrives, prepares, sets up, proposes, or draws any lottery, is guilty  
7 of a misdemeanor”<sup>4</sup> and “[e]very person who sells, gives, or in any manner whatever, furnishes or  
8 transfers to or for any other person any ticket, chance, share, or interest, or any paper, certificate,  
9 or instrument purporting or understood to be or to represent any ticket, chance, share, or interest in,  
10 or depending upon the event of any lottery, is guilty of a misdemeanor.”<sup>5</sup> Penal Code Section 319  
11 defines a lottery broadly to include “any scheme for the disposal or distribution of property by  
12 chance, among persons who have paid or promised to pay any valuable consideration for the chance  
13 of obtaining such property or a portion of it, or for any share or any interest in such property, upon  
14 any agreement, understanding, or expectation that it is to be distributed or disposed of by lot or  
15 chance, whether called a lottery, raffle, or gift enterprise, or by whatever name the same may be  
16 known.” CAL. PENAL CODE § 319.

17 24. Similarly, Penal Code Section 330a makes it unlawful to own or operate any  
18 “contrivance, appliance, or mechanical device, upon the result of action of which money or other  
19 valuable thing is staked or hazarded . . . [that] is won or lost . . . dependent upon hazard or chance.”  
20 CAL. PENAL CODE § 330a.

21 25. And Penal Code Section 337j makes it unlawful to operate a “game of chance” or  
22 to “receive, directly or indirectly, any compensation” for operating such a game “*without having*  
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25 <sup>3</sup> While Section 337a violations are reduced to infractions in certain circumstances for non-  
26 commercial gambling in amounts below \$2,500, the Section 337a reductions expressly do “not  
27 apply to . . . [a]ny bet, bets, wager, wagers, or betting pool or pools made online.” CAL. PENAL  
28 CODE § 336.9(b)(1).

<sup>4</sup> CAL. PENAL CODE § 320.

<sup>5</sup> CAL. PENAL CODE § 321.

1 *first procured . . . all federal, state, and local licenses required by law.”* CAL. PENAL CODE § 337j.  
2 (emphasis added).

3 26. In fact, as the California legislature re-affirmed in 2008, “no person in this state has  
4 a right to operate a gambling enterprise except as may be expressly permitted by the laws of this  
5 state.” Cal. Bus. & Prof. Code § 19801(d).

6 **B. Supermajorities of the California Electorate Rejected the Gambling Industry’s**  
7 **Attempts to Legalize Sports Betting in 2022.**

8 27. In 2022, two ballot initiatives were put to the California voters to legalize certain  
9 additional forms of gambling in the state, including various forms of sports betting: Proposition 26  
10 and Proposition 27.

11 28. **Proposition 26** was primarily sponsored by California’s Native American tribes,  
12 and, among other things, would have:

- 13 • Legalized in-person sports betting at tribal casinos.
- 14 • Allowed additional gambling at tribal casinos, including roulette and dice games  
15 like craps.
- 16 • Established certain taxes and fees associated with sports betting.

17 29. Proposition 26, however, was soundly rejected in November 2022, with  
18 approximately 67% of the California electorate voting “no.”

19 30. **Proposition 27** aimed to legalize online sports betting in California, and was  
20 primarily sponsored by the online sports betting industry, with the Washington Post reporting that  
21 “the industry ultimately spent \$150 million on political ads”<sup>6</sup> in an attempt to legalize online  
22 gambling in California.

23 31. Among other things, Proposition 27 would have:

- 24 • Legalized and regulated online sports betting in California.

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27 <sup>6</sup> Gus Garcia-Roberts, *Inside the \$400 million fight to control California sports betting*, WASH.  
28 POST (Nov. 3, 2022), <https://www.washingtonpost.com/sports/2022/11/03/prop-26-27-california-sports-betting/> (last visited June 10, 2025).

- 1 • Established a new division within the California Department of Justice to
- 2 set license requirements and oversee the industry.
- 3 • Imposed a 10% tax on sports betting revenue and established licensing
- 4 fees.
- 5 • Allocated revenue from online gambling to homelessness prevention.

6 32. Proposition 27 was also soundly rejected in November 2022, with 82% of the  
7 electorate voting “no,” making it one of the largest margins of defeat in California ballot proposition  
8 history.

9 **C. California’s Ongoing Investigation into Daily Fantasy Sports Betting.**

10 33. Despite the resounding defeats at the ballot box, online sports betting operators, like  
11 PrizePicks, have continued to operate in California.

12 34. In particular, “daily fantasy sports” betting has proliferated in the state.

13 35. Daily fantasy sports, which are often referred to by the abbreviation “DFS,” are a  
14 subset of fantasy sports games that are generally played online through gambling websites:

15 As with traditional fantasy sports games, [in daily fantasy sports],  
16 players compete against others by building a team of professional  
17 athletes from a particular league or competition while remaining  
under a salary cap, and earn points based on the actual statistical  
performance of the players in real-world competitions.

18 Daily fantasy sports are an accelerated variant of traditional fantasy  
19 sports that are conducted over short-term periods, such as a week or  
20 single day of competition, as opposed to those that are played across  
an entire season.

21 Daily fantasy sports are typically structured in the form of paid  
22 competitions typically referred to as a “contest”; winners receive a  
share of a pre-determined pot funded by their entry fees. A portion  
of entry fee payments go to the provider as rake revenue.<sup>7</sup>

23 36. According to the California Business Journal, “California residents are estimated to  
24 contribute as much as 10% of the total entries in DFS contests nationwide. This popularity has  
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27 <sup>7</sup> *Daily Fantasy Sports*, Wikipedia, available online at  
28 [https://en.wikipedia.org/wiki/Daily\\_fantasy\\_sports#cite\\_ref-sg-dk500k\\_1-0](https://en.wikipedia.org/wiki/Daily_fantasy_sports#cite_ref-sg-dk500k_1-0) (last visited June 10,  
2025).

1 translated into substantial revenue, with DFS platforms raking in approximately \$200 million in  
2 entry fees annually [in California].”<sup>8</sup>

3 37. In response to these massive ongoing daily fantasy sports betting operations in  
4 California, on or about October 5, 2023, State Senator Scott Wilk wrote to the California  
5 Department of Justice and requested an investigation into daily fantasy sports betting:

6 I write to request a legal opinion as to whether California law  
7 prohibits the offering and operation of daily fantasy sports betting  
8 platforms with players physically located within the State of  
California, regardless of whether the operators and associated  
technology are located within or outside of the State.

9 Pursuant to California law, no one may operate “any game of  
10 chance” without the required federal, state, and local licenses. No one  
11 has “the right to operate a gambling enterprise except as may be  
expressly permitted by the laws of this state and by the ordinances of  
local governmental bodies.”

12 In 2022, California voters overwhelmingly rejected Proposition 27  
13 to legalize online sports wagering. Although sports wagering in all  
14 forms remains illegal in California, online daily fantasy sports  
15 betting is proliferating throughout the state. Through these online  
16 platforms, a participant pays to enter a contest in which they may win  
17 a prize depending on how well athletes perform. Although the  
participant may utilize their knowledge of a particular sport in  
choosing their “team” of players, how well those players perform  
during a game is completely out of the participant’s control. As such,  
*daily fantasy sports appears to be a game of chance not otherwise  
permitted by the laws of California.*

18 (Cleaned up; footnotes omitted; emphasis added).<sup>9</sup>

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25 <sup>8</sup> *Unfenced Playground: A Peek into California’s Daily Fantasy Sports Landscape*, California  
26 *Business Journal*, available online at <https://calbizjournal.com/unfenced-playground-a-peek-into-californias-daily-fantasy-sports-landscape/#:~:text=In%20fact%2C%20California%20residents%20are,million%20in%20entry%20fees%20annually> (last visited June 10, 2025).

27 <sup>9</sup> A copy of the letter is publicly available online at <https://www.legalsportsreport.com/wp-content/uploads/2023/11/OU-23-1001-Sen.-Wilk-request-1.pdf> (last visited June 10, 2025).

1 38. Consistent with the Senator’s request, the California Department of Justice directed  
2 the Attorney General’s Opinion Unit to address the following question:

3 Does California law prohibit the offering and operation of daily  
4 fantasy sports betting platforms with players physically located  
5 within the State of California, regardless of whether the operators  
6 and associated technology are located within or outside of the State?

7 Opinion Request No. 23-1001.<sup>10</sup>

8 39. Online sports betting operators, including PrizePicks, are well aware of the pending  
9 opinion, having submitted materials to the Attorney General’s Office arguing for the supposed  
10 legality of the practices. Many other entities, including Native American Tribes, have submitted  
11 materials to the Attorney General’s office showing the unlawful nature of the practices.

12 40. As of the time of the filing of this lawsuit, no opinion has been issued from the  
13 Attorney General’s Office.<sup>11</sup>

14 **D. PrizePicks’ California Fantasy Sports Gambling Operations.**

15 41. PrizePicks has been operating in California for years through the Gambling  
16 Websites, which consist of at least the PrizePicks mobile apps for Android and IOS and the  
17 PrizePicks website, PrizePicks.com, and associated subpages. The primary gambling product that  
18 PrizePicks currently offers in California is “Pick ‘Em,” which PrizePicks describes as a form of  
19 daily fantasy sports, even though the contests are played entirely against the “house” (i.e.,  
20 PrizePicks) and not against other users of the Gambling Websites. PrizePicks represents to its  
21 customers that “Pick ‘Em” is legal in the state. It is not.

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26 <sup>10</sup> Available online at <https://oag.ca.gov/opinions/monthly-report> (last visited June 10, 2025).

27 <sup>11</sup> Plaintiffs’ counsel have “subscribed” to the Legal Opinions of the Attorney General Monthly  
28 Opinion Report and understand that they will receive an email notification once an opinion issues.  
Plaintiffs’ counsel will promptly notify the Court regarding any relevant updates they receive.

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**1. What Is PrizePicks and “Pick ‘Em”?**

42. PrizePicks features a landing page on its website captioned, “What is PrizePicks?”<sup>12</sup> There, PrizePicks explains that “PrizePicks is daily fantasy made easy. It’s just you against the numbers. Members predict more or less on between 2 and 6 player squares of their choice. The more picks they correctly predict, the more money they win! Payouts on PrizePicks can be as high as 25X!.”

**What is PrizePicks?**

When people hear the words “daily fantasy sports,” they think of drafting lineups, salary caps, and competing against thousands of other players, including sharks, all for the slim chance to win a small piece of the pie.

PrizePicks is daily fantasy made easy. It’s just you against the numbers. Members [predict more or less](#) on between 2 and 6 player squares of their choice. The more picks they correctly predict, the more money they win! [Payouts on PrizePicks can be as high as 25X!](#)

Not a member yet? [Sign up for PrizePicks](#) using promo code “PrizePlay” for \$50 instantly when you play your first \$5 lineup!

Take a look at [today’s board](#) and pick your favorite plays!

43. PrizePicks goes on to provide a step-by-step guide on how to gamble with it:

**How to Play PrizePicks**

PrizePicks is the easiest way to play daily fantasy. Getting started is very simple - You sign up for an account and then deposit a minimum of \$10. Then:

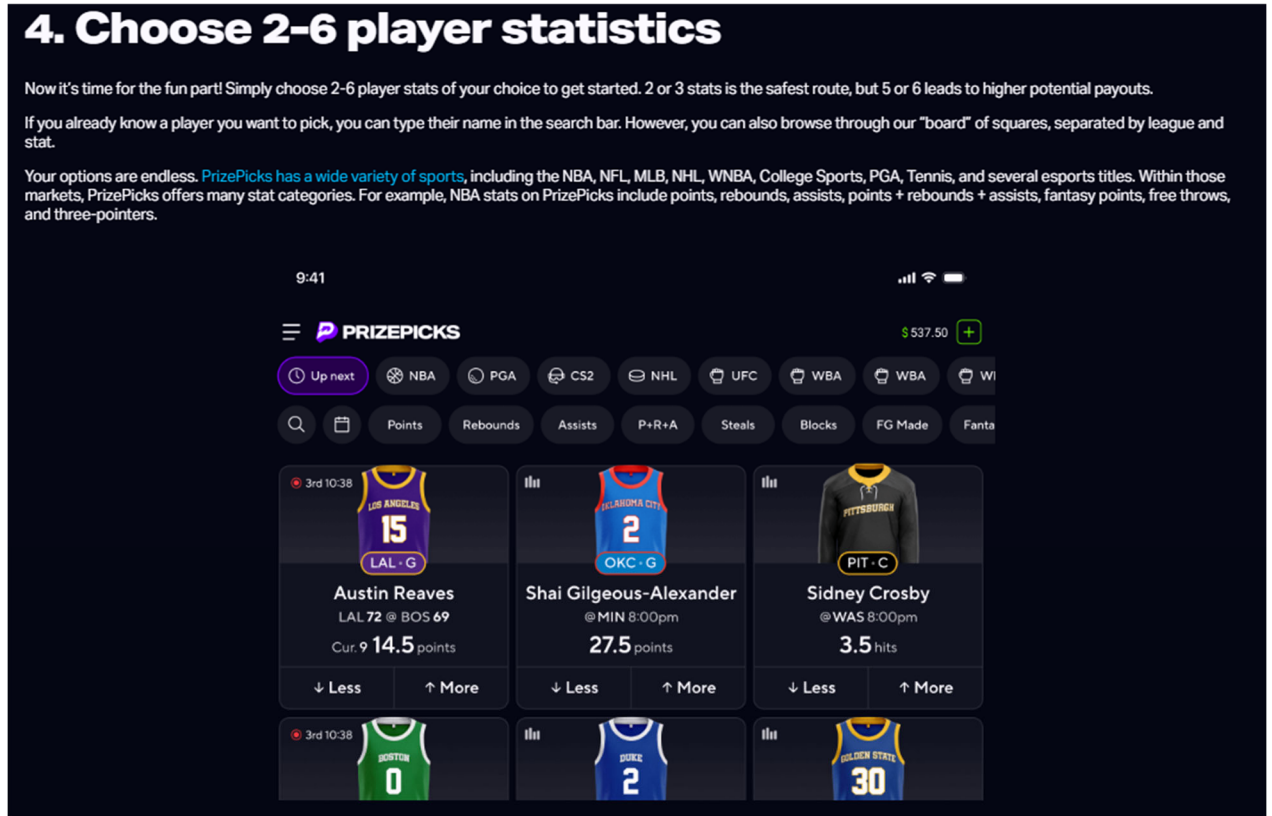
1. Pick between 2-and-6 player squares. You can pick from a wide variety of sports and stat-types, and even mix and match different sports in one lineup!
2. Pick more or less on each player square you pick.
3. Choose Flex Play or Power Play. Power Plays have higher payouts, but all your picks must win. Flex Plays are the safer option, giving you a chance to win even if one or two of your picks lose.
4. Choose your entry fee. The minimum entry fee is \$1. You’ll be able to see how much your lineup would payout.
5. Submit your lineup and sweat it in real-time! If your picks turn green, you’re winning!

Check out this in-depth guide on [how to play PrizePicks](#) to start building your bankroll instantly!

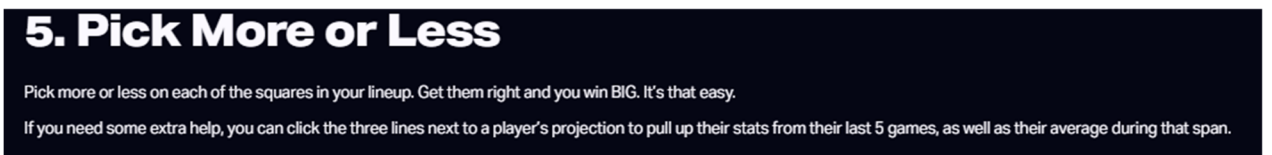
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<sup>12</sup> <https://www.prizepicks.com/resources/what-is-prizepicks-how-to-play-promo-code> (last visited June 10, 2025).

1 44. If the user follows the link to the “in-depth guide”<sup>13</sup> on how to play Pick ‘Em,  
 2 PrizePicks elaborates that after setting up an account that the user chooses the 2-6 players and  
 3 statistics to bet on:

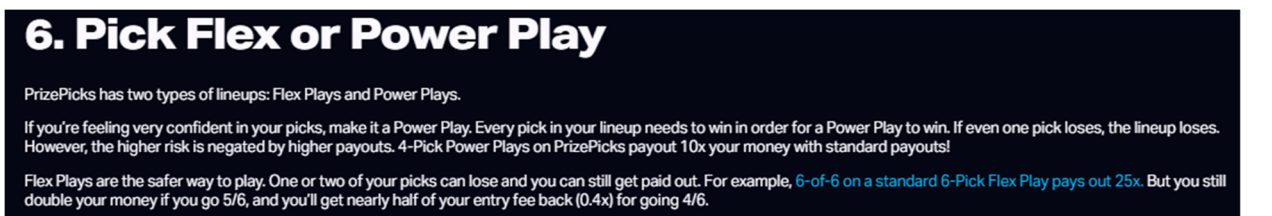


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 17 45. From there, the user is directed to “pick more or less” on each player—in other  
 18 words select the “over” or the “under” on the statistical line:



22 46. The statistical line is set by PrizePicks, not any user.

23 47. Next, the user is directed to “pick flex or power play” and is provided explanations  
 24 of what each is:



<sup>13</sup> <https://www.prizepicks.com/resources/how-to-play-prizepicks> (last visited June 10, 2025).

48. If the user chooses to learn more about the two contest types, he<sup>14</sup> can navigate to the “PrizePicks Payouts | How Payouts on PrizePicks Work” landing page,<sup>15</sup> where he will learn that the contest results and payment amounts are based entirely on a pre-set formula set by PrizePicks and not based on the results of any other fantasy user’s performance:

The screenshot shows the PrizePicks website interface. At the top, there are navigation links for 'Play Now', 'Promos', and 'How to Play', along with 'Sign Up' and 'Log In' buttons. The main heading is 'Power Plays: Maximum Payouts'. Below this, there is explanatory text and a note about DNP or ties. A table lists standard Power Play payouts for 6-Pick through 2-Pick lineups. Below that is the 'Flex Plays: More Ways to Win' section, which includes text about missing picks and a table showing various payout scenarios for 6-Pick, 5-Pick, 4-Pick, and 3-Pick lineups.

Lineup	Payout
6-Pick	37.5x
5-Pick	20x
4-Pick	10x
3-Pick	6x
2-Pick	3x

Lineup	Payout
6-Pick	6/6 - 25x
	5/6 - 2x
	4/6 - 0.4x
5-Pick	5/5 - 10x
	4/5 - 2x
	3/5 - 0.4x
4-Pick	4/4 - 6x
	3/4 - 1.5x
3-Pick	3/3 - 3x
	2/3 - 1x

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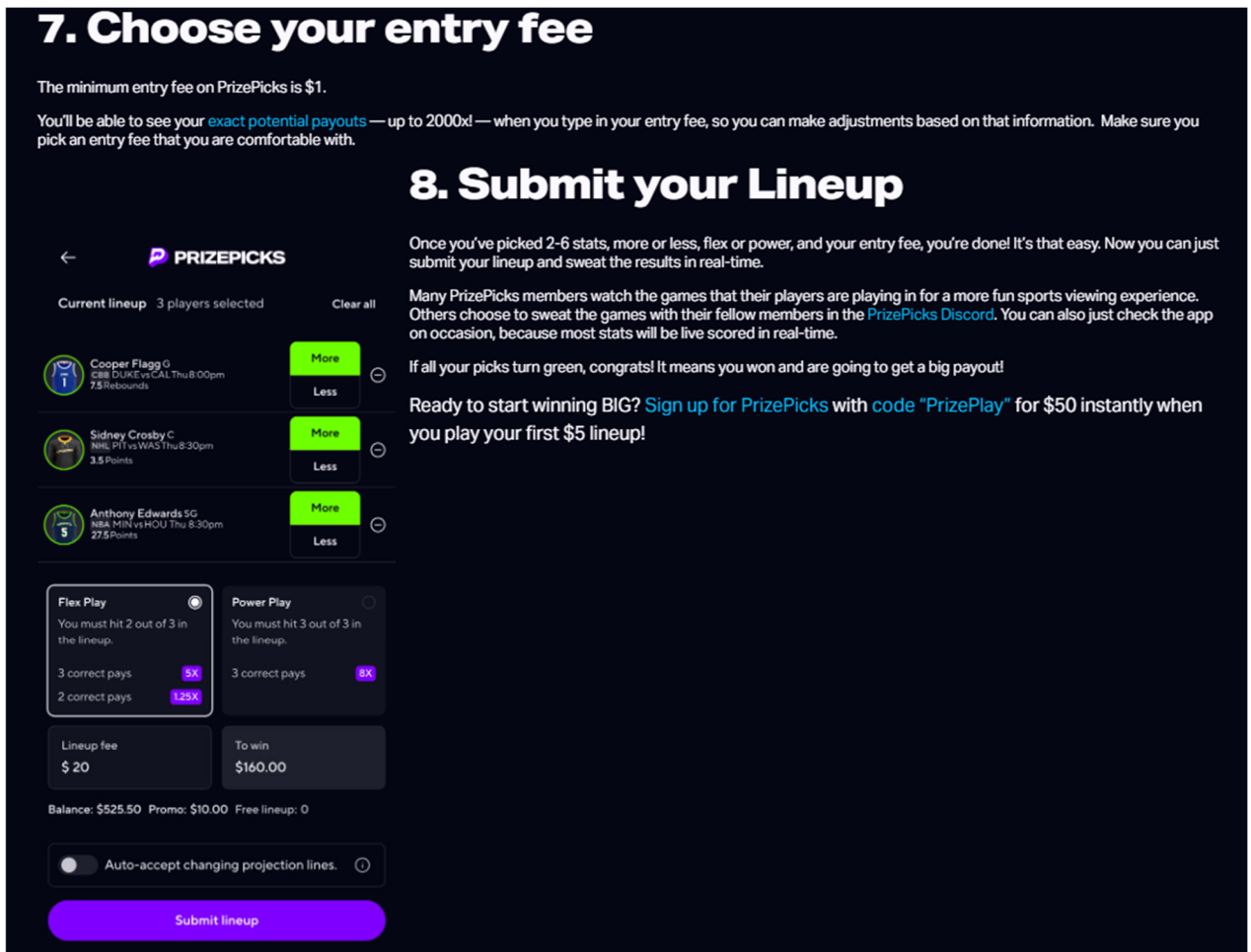
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<sup>14</sup> Men make up more than 2/3 of sports bettors in the United States. See <https://bircheshealth.com/resources/sports-betting-demographics-in-the-u-s> (last visited June 10, 2025).

<sup>15</sup> <https://www.prizepicks.com/resources/prizepicks-payouts> (last visited June 10, 2025).

1 49. Finally, returning to the step-by-step guide, the user is told to choose the amount to  
2 bet, submit the bet to PrizePicks, and await the results:



19 50. Here are step-by-step examples of a Pick 'Em transactions conducted from a desktop  
20 computer on PrizePicks.com and then from the PrizePicks app.

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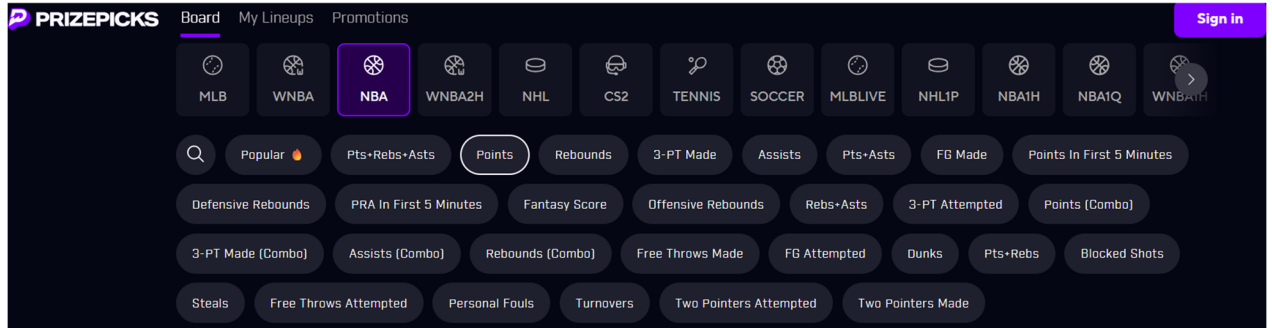
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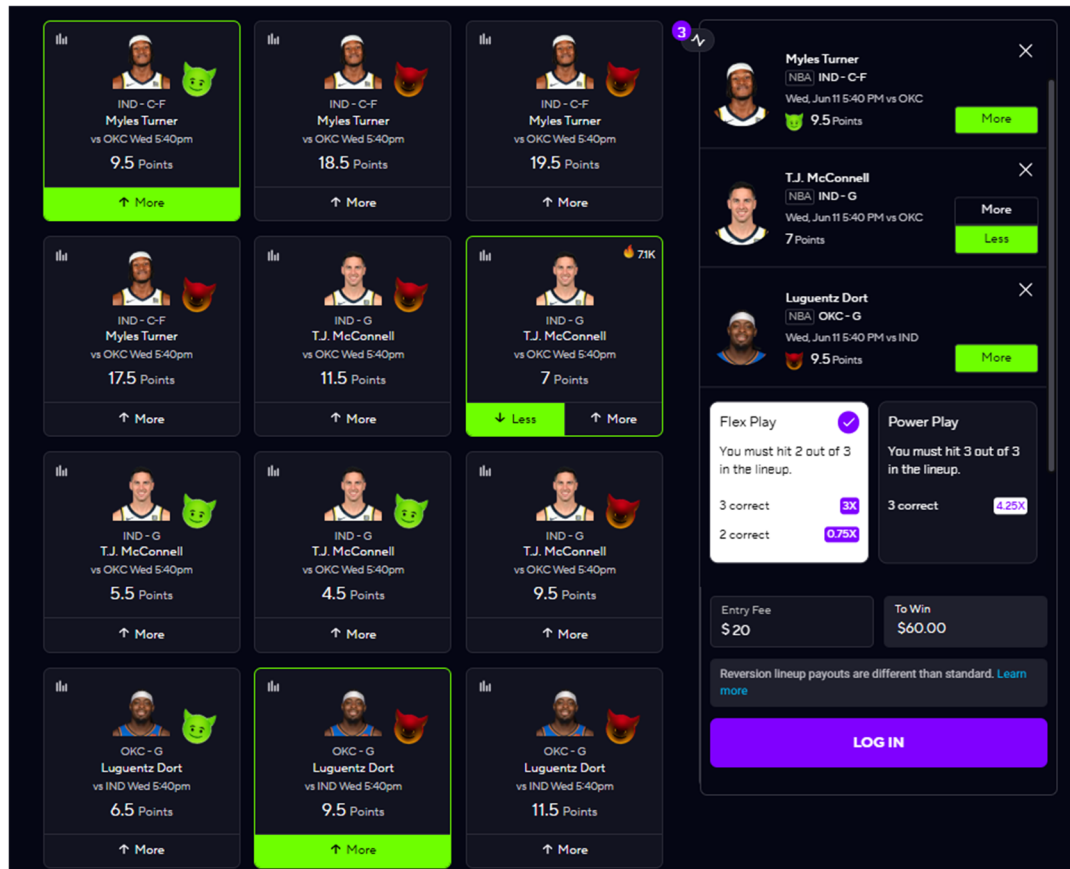
a. A Sample Desktop Pick ‘Em Transaction.

51. Here is a step-by-step example of a Pick ‘Em transaction conducted from a desktop computer.

52. First, the user selects the sporting types (e.g., MLB, NBA, WNBA) and statistic types to bet on:

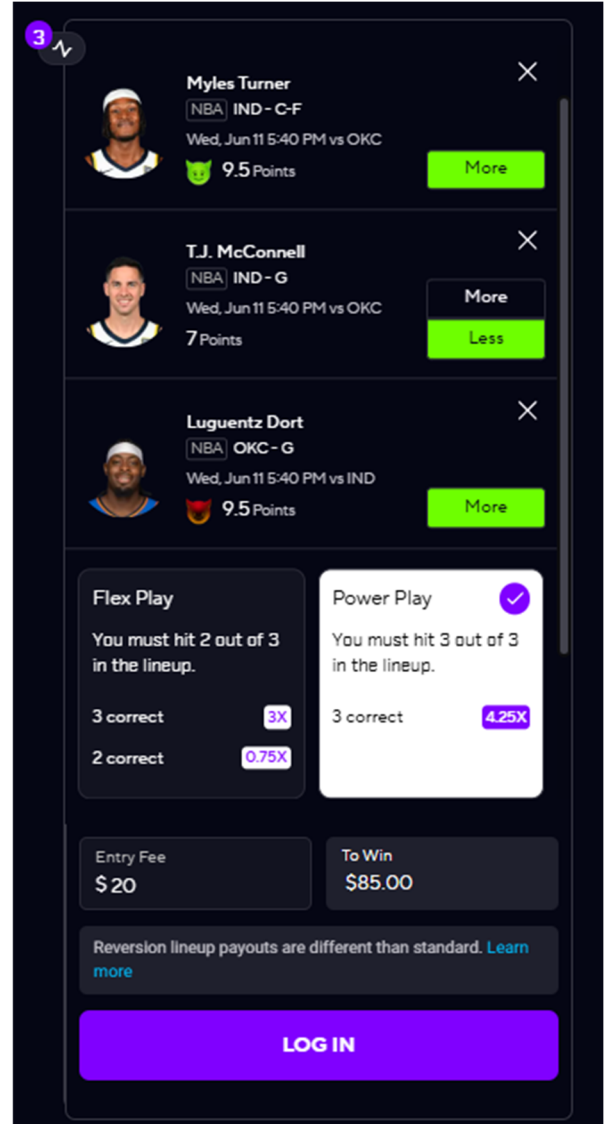
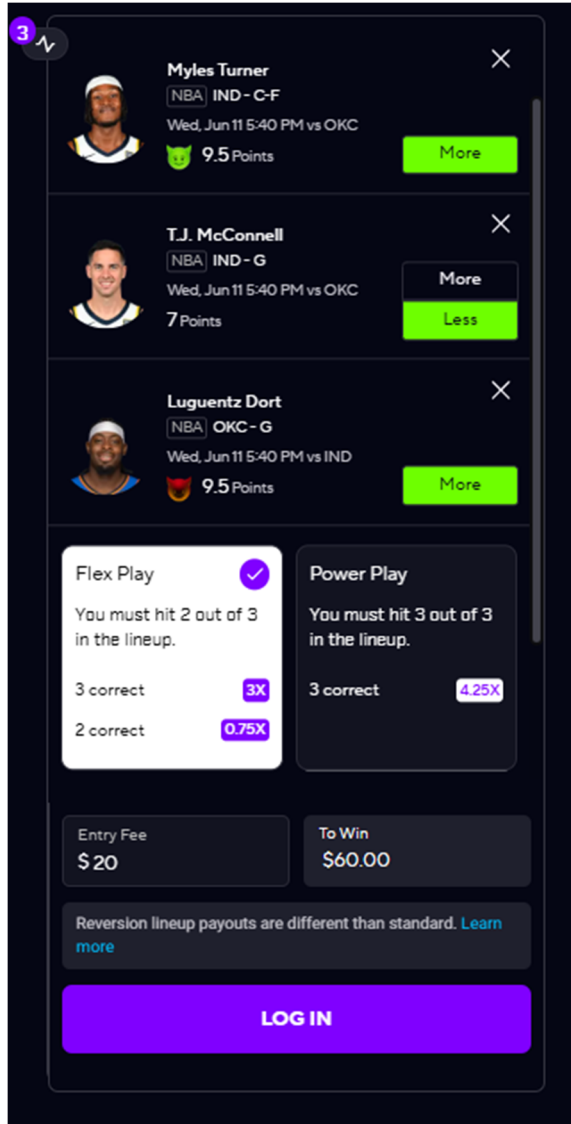


53. Second, the user selects specific athletes, and whether to bet “more” (the “over”) or “less” (the “under”) on each athlete’s performance. Here the user has selected the NBA as the sport, decided to bet on the category of “total points,” and then selected the “over” on Myles Turner, the “under” on T.J. McConnell, and the “over” on Luguentz Dort:



1 54. The statistical line for each player that the user is betting the “over” or “under” on  
 2 is determined by PrizePicks, not the user.

3 55. **Third**, the user chooses whether to play “Flex Play” or “Power Play.” It is only after  
 4 the wager amount is selected that the user is informed of the potential winnings. Here are two  
 5 examples, one reflecting a potential bet of \$20 on Flex Play resulting in potential winnings of \$60,  
 6 and the second reflecting a wager of \$20 on Power Play resulting in potential winnings of \$85:



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1           56.     **Fourth**, if the user completes the wager, he has a chance to win based on the betting  
2 line and terms set by PrizePicks. He has no ability to change or modify the outcome of the Pick  
3 ‘Em contest once his bet is placed, and other PrizePicks’ users’ performances do not have any  
4 impact on the outcome of the contest. Only the athletes’ actual performances in the selected  
5 statistical category (i.e., at the live sporting event) determine the outcome of the Pick ‘Em contest.

6           57.     **Finally**, after the underlying sports competitions resolve, PrizePicks uses its records  
7 (i.e., its betting book) to determine the winners and losers and make payments to winners from its  
8 funds (i.e., from the “house” or “bank”).

9           58.     Ultimately, regardless of which Pick ‘Em sporting event type PrizePicks customers  
10 select, the specific athletes’ “overs” and “unders” chosen, or the amounts bet, the customers have  
11 no control over the outcome of the contest they have wagered on. The outcome is determined  
12 entirely based on athletes’ actual in-game performances (i.e., the athletes’ performance in the actual  
13 underlying sporting events) and are entirely outside of the customers’ control.

14           59.     Put simply, the outcomes of the Pick ‘Em contests are contingent and unknown at  
15 the time the bets and wagers are collected and recorded (i.e., booked) by PrizePicks. And as a result,  
16 PrizePicks’ Pick ‘Em contests violate California Penal Code Sections 319, 320, 321, 330, 330a,  
17 337a, and 337j.<sup>16</sup>

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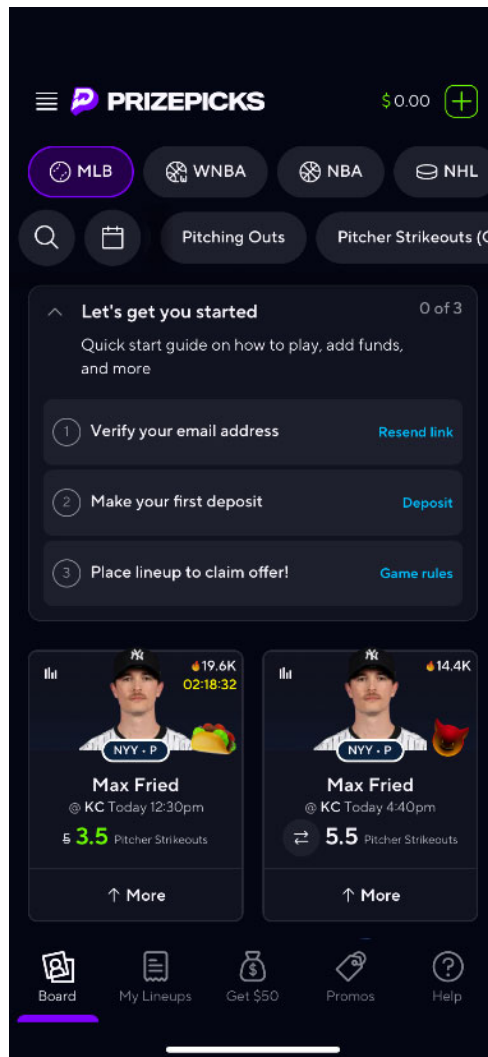
21  
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25           <sup>16</sup> Plaintiffs note that they are specifically authorized by Federal Rule of Civil Procedure Rule  
26 8(d)(2) to make their allegations in the alternative, and accordingly, allege that the gambling  
27 contests offered in California by PrizePicks constitute games of “chance” for purposes of those  
28 Penal Code Sections that prohibit lotteries and/or other games of chance, and constitute games of  
skill, to the extent skill is found to be a necessary element of certain claims made under Penal Code  
Section 337a or otherwise.

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**b. A Sample PrizePicks App Pick ‘Em Transaction.**

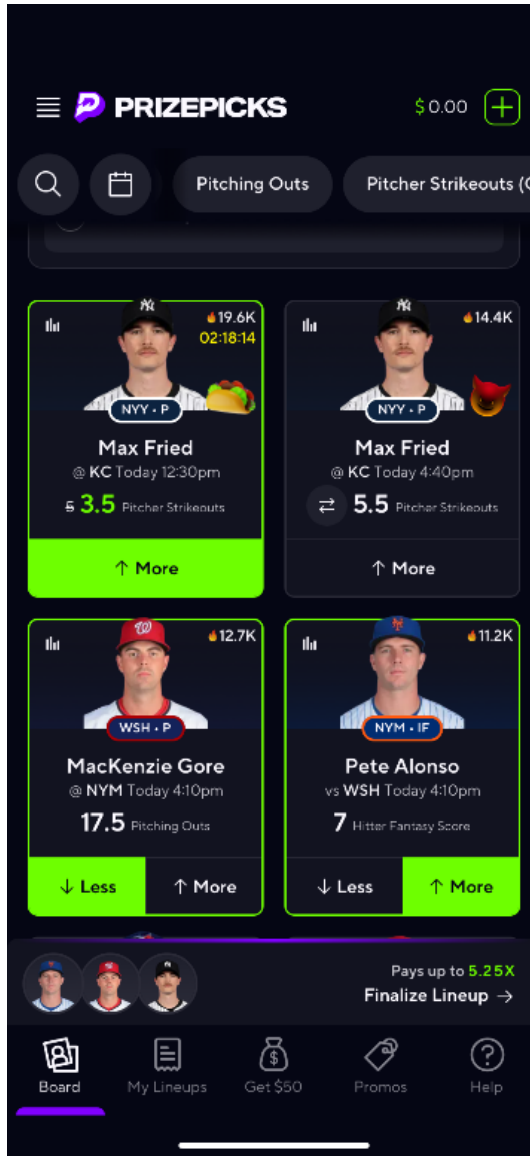
60. The process on the mobile apps is substantively identical.

61. **First**, the user selects the sporting types (e.g., MLB, NBA, WNBA) and statistic types to bet on. Here the user has selected the MLB and “pitcher strikeouts” and “hitter fantasy score:”



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1           62.     **Second**, the user selects specific athletes, and whether to bet the “over” or “under”  
2 on each athlete. Here the user has selected the “over” on Max Fried, the “over” on Pete Alonso,  
3 and the “under” for MacKenzie Gore.



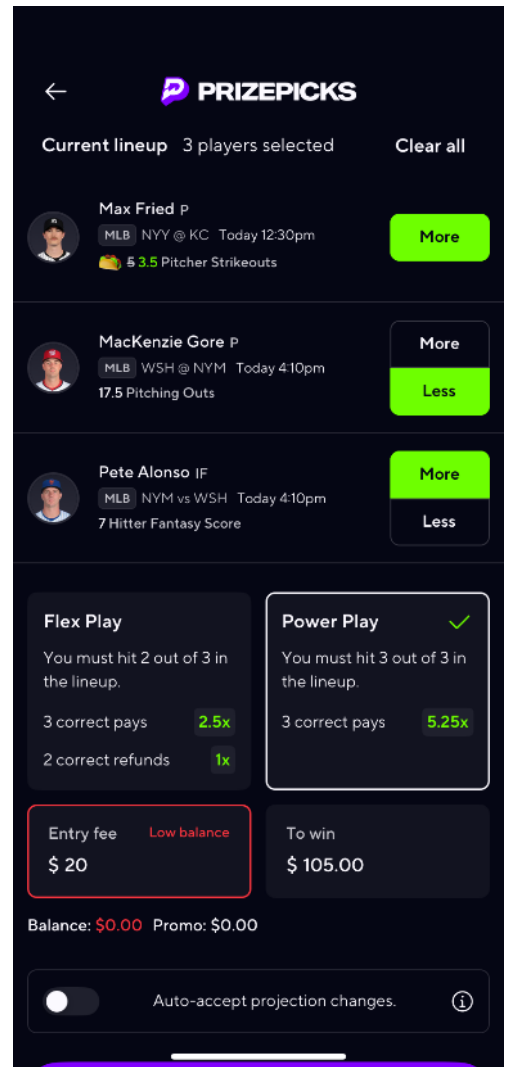
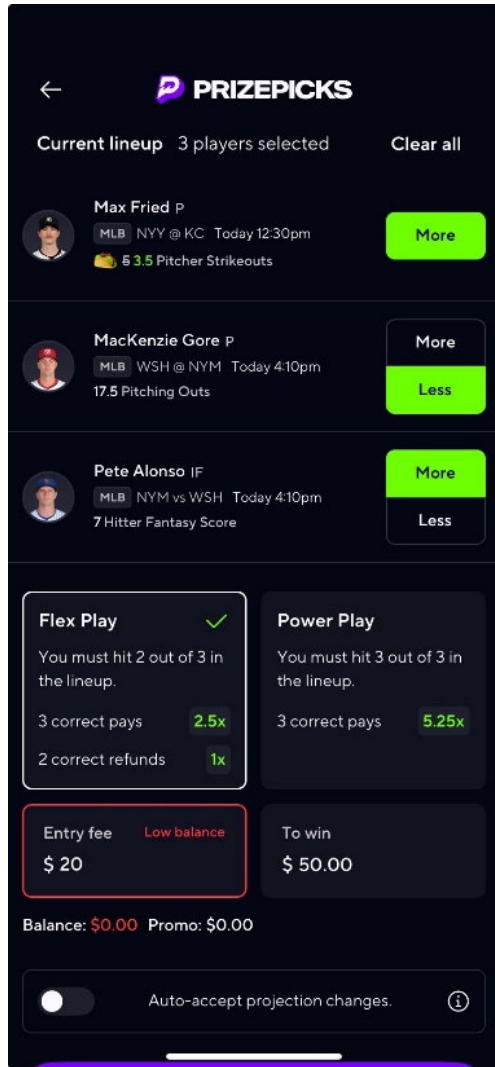
22           63.     The statistical line for each player that the user is betting the “over” or “under” on  
23 is determined by PrizePicks, not the user.

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64. **Third**, the user chooses how much to bet, and whether to bet on “Flex Play” or “Power Play.” It is only after the wager amount is selected that the user is informed of the potential winnings. Here are two examples, one reflecting a wager of \$20.00 resulting in potential winnings of \$50.00 under “Flex Play” and the second reflecting a bet of \$20.00 resulting in potential winnings of \$105.00 under “Power Play”.



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1           65.     **Fourth**, if the user completes the wager, he has a chance to win based on the betting  
2 line and terms set by PrizePicks. He has no ability to change or modify the outcome of the contest  
3 once his bet is placed, and other users' performances do not have any impact on the outcome of the  
4 contest. Only the athletes' actual performances in the selected statistical category (i.e., at the live  
5 sporting event) determine the outcome of the Pick 'Em contest.

6           66.     **Finally**, after the underlying sports competitions resolve, PrizePicks uses its records  
7 (i.e., its betting book) to determine the winners and losers and make payments to winners from its  
8 funds (i.e., from the "bank").

9           67.     Ultimately, regardless of which Pick 'Em sporting event type PrizePicks customers  
10 select, the specific athletes' "overs" and "unders" chosen, or the amounts bet, the customers have  
11 no control over the outcome of the contest they have wagered on. The outcome is determined  
12 entirely based on athletes' actual in-game performances (i.e., the athletes' performance in the actual  
13 underlying sporting events) and are entirely outside of the customers' control.

14           68.     Put simply, the outcomes of the Pick 'Em contests are contingent and unknown at  
15 the time the bets and wagers are collected and recorded (i.e., booked) by PrizePicks. And as a result,  
16 PrizePicks' Pick 'Em contests violate California Penal Code Sections 319, 320, 321, 330, 330a,  
17 337a, and 337j.<sup>17</sup>

18           **2. PrizePicks Illegal Pick 'Em Contests Differ Significantly from Traditional**  
19           **Fantasy Sports.**

20           69.     Traditional fantasy sports were played between friends and family over the course  
21 of a sports season, for small amounts of collectively pooled money or for no money at all.

22           70.     PrizePicks Pick 'Em product is not a true fantasy game in any regard because  
23 PrizePicks sets the lines for the "overs" and "unders" on each statistic that is bet upon by the users,  
24

25 \_\_\_\_\_  
26 <sup>17</sup> Plaintiffs note that they are specifically authorized by Federal Rule of Civil Procedure Rule  
27 8(d)(2) to make their allegations in the alternative, and accordingly, allege that the gambling  
28 contests offered in California by PrizePicks constitute games of "chance" for purposes of those  
Penal Code Sections that prohibit lotteries and/or other games of chance, and constitute games of  
skill, to the extent skill is found to be a necessary element of certain claims made under Penal Code  
Section 337a or otherwise.

1 and the users play against PrizePicks (the “house”) and not other users for an opportunity to win  
2 PrizePicks’ money.

3 71. Here are several other examples of critical differences of how Pick ‘Em differs from  
4 traditional fantasy sports.

5 72. **First**, unlike traditional fantasy sports that are played between friends and family,  
6 PrizePicks Pick ‘Em sets up contests between the users and PrizePicks—who serves as the house—  
7 through its Gambling Websites.

8 73. **Second**, unlike traditional fantasy sports, in Pick ‘Em, PrizePicks collects,  
9 documents (i.e., books), and holds all bets and wagers, and then PrizePicks uses its records (i.e.,  
10 PrizePicks’ betting book) to determine winners and losers and to calculate payouts.

11 74. **Third**, unlike traditional fantasy sports, in Pick ‘Em, PrizePicks serves as the  
12 “house,” taking on all contestants, paying all winners, and collecting from all losers.

13 75. **Fourth**, unlike traditional fantasy sports, in Pick ‘Em, the “over” and “under” lines  
14 are all set by PrizePicks, just as in a traditional sports book betting gambling operation.

15 76. **Fifth**, unlike traditional fantasy sports, Pick ‘Em has the effect of creating a “parlay”  
16 structure, where a user has to correctly select multiple independent outcomes in order to win his  
17 bet against PrizePicks.

18 77. **Sixth**, unlike traditional fantasy sports, which generally last throughout an entire  
19 sports season (e.g., the NFL regular football season), daily fantasy sports such as Pick ‘Em,  
20 generally involve short periods of participation and are designed to entice multiple rounds of repeat  
21 betting over the course of a day, a weekend, or a week.<sup>18</sup>

22 78. **Finally**, unlike traditional fantasy sports, in Pick ‘Em, PrizePicks offers users the  
23 opportunity to enter contests across a multitude of sporting types at the same time. For example, in  
24  
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26 <sup>18</sup> In fact, the sports betting industry is facing lawsuits across the country related to the addictive  
27 nature of their online betting platforms. While those claims are not at issue in this lawsuit, the  
28 California legislature has also expressly noted the addictive nature of gambling: “Gambling can  
and families.” Cal. Bus. & Prof. Code § 19801(c).

1 June 2025, PrizePicks offered contests on MLB, the WNBA, the NBA, NHL, Tennis, Soccer, the  
2 PGA, NFL, MMA, Darts, and Cricket, among others, on the Gambling Websites in California.

3 79. Ultimately, regardless of which Pick ‘Em sporting event type PrizePicks’ customers  
4 select, the specific athletes’ “overs” and “unders” chosen, or the amounts bet, the customers have  
5 no control over the outcome of the contest they have wagered on. The outcome is determined  
6 entirely based on athletes’ actual in-game performances (i.e., the athletes’ performance in the actual  
7 underlying sporting events) and are entirely outside of the customers’ control.

8 80. Put simply, the outcomes of the Pick ‘Em contests are contingent and unknown at  
9 the time the bets and wagers are collected and recorded (i.e., booked) by PrizePicks. And as a result,  
10 PrizePicks’ Pick ‘Em contests violate California Penal Code Sections 319, 320, 321, 330, 330a,  
11 337a, and 337j.<sup>19</sup>

12 **3. PrizePicks Solicits California Users Through a Comprehensive Advertising**  
13 **Campaign that Is Specifically Directed at California Consumers.**

14 81. Online fantasy sports bet operators spend billions of dollars each year on advertising  
15 and marketing,<sup>20</sup> with MediaRadar reporting that PrizePicks alone spends over \$100 million a  
16 year.<sup>21</sup>

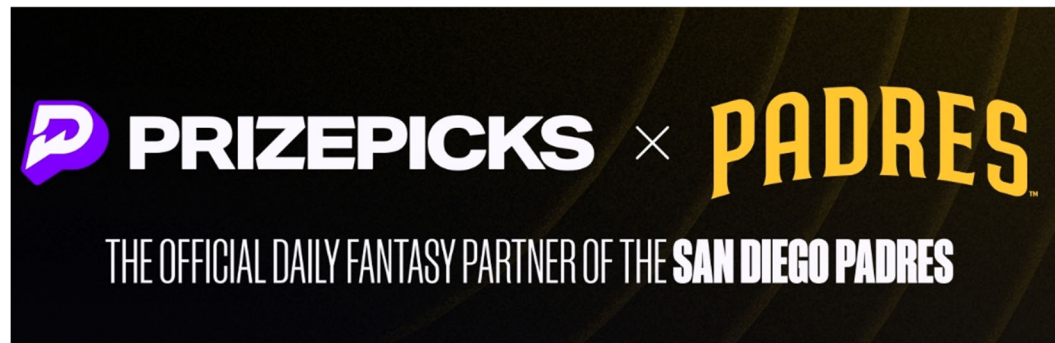
17 82. The reason PrizePicks spends over \$100 million each year on advertisements and  
18 marketing is to expand and maintain its userbase, including within California, which is the largest  
19 daily fantasy market in the country.

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23 <sup>19</sup> Plaintiffs note that they are specifically authorized by Federal Rule of Civil Procedure Rule  
24 8(d)(2) to make their allegations in the alternative, and accordingly, allege that the gambling  
25 contests offered in California by PrizePicks constitute games of “chance” for purposes of those  
26 Penal Code Sections that prohibit lotteries and/or other games of chance, and constitute games of  
27 skill, to the extent skill is found to be a necessary element of certain claims made under Penal Code  
28 Section 337a or otherwise.

<sup>20</sup> *How Much Sportsbooks Spend on Marketing (2025 Updated Stats!)*, available online at  
<https://www.scaleo.io/blog/how-much-sportsbooks-spend-on-marketing-2024-updated-stats/> (last  
visited June 10, 2025)

<sup>21</sup> <https://www.mediaradar.com/blog/blog/q4-2023-12-for-24-gambling> (last visited June 10, 2025)

1 83. Examples of PrizePicks’ advertising and marketing tactics within California include  
2 sponsorship of established California sports teams. For example, PrizePicks prominently features  
3 on its website that it is an official partner of the San Francisco Giants and the San Diego Padres:



16 84. PrizePicks issued a press statement on April 24, 2025 regarding the partnership with  
17 the San Francisco Giants,<sup>22</sup> which among other things stated that:

18 *As part of the multi-year partnership, PrizePicks branding will be*  
19 *showcased prominently throughout Oracle Park with rotating*  
*signage behind home plate and LED signage on each baseline.*

20 PrizePicks logos will be featured across the K-Counter in right field,  
21 creating an interactive experience for fans in the ballpark.

22 Fans seated on top of the right field wall near the strikeout counter  
23 will have the opportunity to flip over the PrizePicks branded signs,  
24 revealing a “K” for each strikeout earned by a Giants pitcher.

25 When Giants pitchers combine for 12 strikeouts in a home game, fans  
26 can participate in a text-to-enter promotion with the chance to win a  
27 \$12,000 free PrizePicks lineup and tickets to a future Giants game at  
28 Oracle Park.

(Emphasis and paragraph breaks added.)

<sup>22</sup> <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited June 10, 2025).

1 85. In short, according to the press statement, all attendees of Giants games in San  
2 Francisco, California will now be “prominently” subjected to PrizePicks’ gambling solicitations.

3 86. PrizePicks also put out a similar press release regarding the San Diego Padres,  
4 including similar in-stadium sponsorship at the Padres’ California stadium, that will lead all  
5 attendees of those games in California to be subject to PrizePicks’ gambling solicitations.<sup>23</sup>

6 87. PrizePicks also runs extensive traditional TV advertisements featuring celebrities  
7 and promotional offers to attract new customers, with many of those ads run in California and  
8 explicitly identifying the availability of PrizePicks in California:<sup>24</sup>

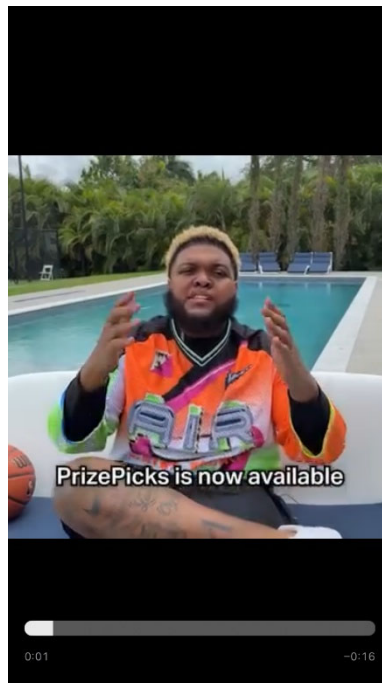


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23 <sup>23</sup> [https://www.prizepicks.com/press-news/prizepicks-announces-official-partnership-with-san-diego-padres#:~:text=PrizePicks%20Announces%20Official%20Partnership%20with%20San%20Diego%20Padres,-April%202023%2C%202025&text=SAN%20DIEGO%20\(April%202023%2C%202025,Official%20Daily%20Fantasy%20Sports%20Partner](https://www.prizepicks.com/press-news/prizepicks-announces-official-partnership-with-san-diego-padres#:~:text=PrizePicks%20Announces%20Official%20Partnership%20with%20San%20Diego%20Padres,-April%202023%2C%202025&text=SAN%20DIEGO%20(April%202023%2C%202025,Official%20Daily%20Fantasy%20Sports%20Partner) (last visited June 10, 2025).

24 For example, PrizePicks ran a TV ad during the 2025 NFL playoffs featuring Rubi Rose that also included a specific portion of the ad identifying the availability of PrizePicks in California. Available online at, <https://www.youtube.com/watch?v=q0wJ2oLNNXI> (last visited June 10, 2025); see also <https://www.youtube.com/@PrizePicks> (last visited June 10, 2025) (PrizePicks official YouTube account where video content is posted, including commercials).

1 88. PrizePicks also engages in digital advertising, including social media advertising, to  
2 target specific demographics and interests. Among other things, many of those ads are specifically  
3 directed at Californians.

4 89. For example, here are screenshots of a California specific video ad for PrizePicks  
5 on Instagram,<sup>25</sup> that begins with the speaker stating “California PrizePicks is now available in your  
6 state,” before going on to advertise PrizePicks’ Pick ‘Em product and offering bonus signups to  
7 California users:



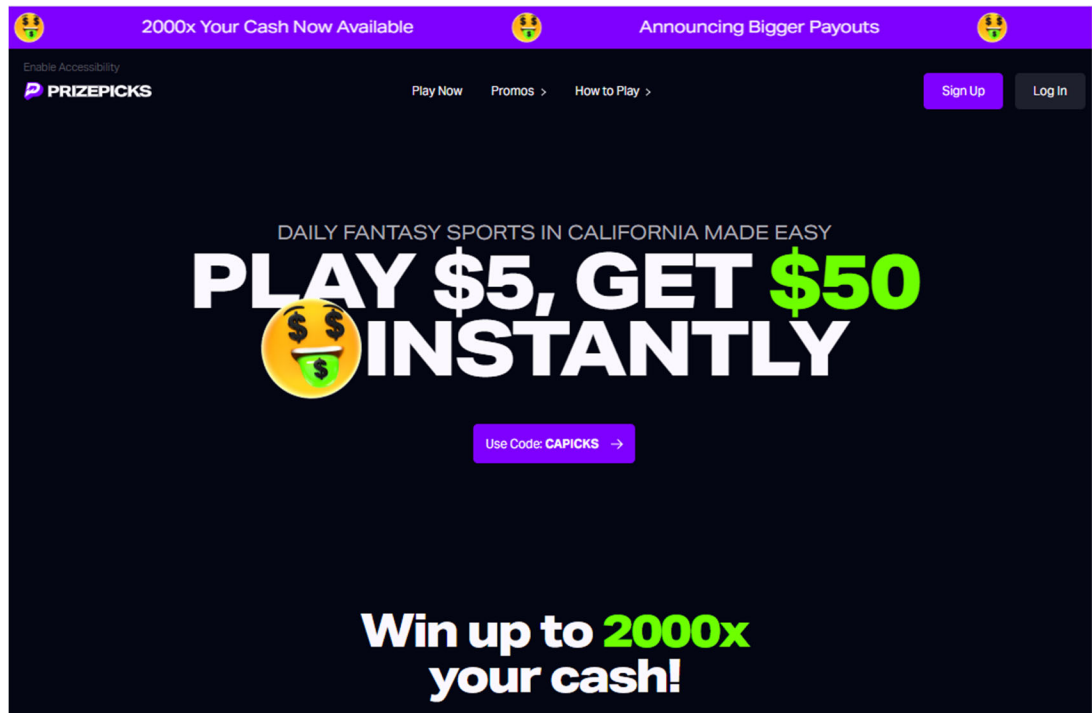
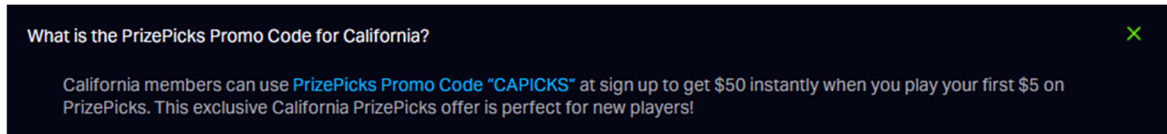
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27 <sup>25</sup>The advertisement appeared at  
28 <https://www.instagram.com/p/DIwOMS0gEVu/?igsh=NjZiM2M3MzIxNA==> (last accessed June 6, 2025; as of June 10, 2025, the URL was no longer working).

1 90. PrizePicks also uses new user bonuses, deposit matches, and referral programs,  
2 among other tactics, to incentivize sign-ups. Those bonuses include California-user-specific  
3 bonuses:



18 91. Put simply, PrizePicks has a comprehensive marketing and customer solicitation  
19 strategy, that includes soliciting new and existing customers to use PrizePicks in California.

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1           **4. Once Potential Customers Arrive on the PrizePicks Gambling Websites, They**  
2           **Are Repeatedly Assured that PrizePicks Is Properly Operating in California.**

3           92. Well aware that customers would otherwise refuse to play its daily fantasy sports  
4 contests if they knew and understood those contests violated California criminal law, on its website,  
5 PrizePicks repeatedly assures prospective customers that daily fantasy sports generally and  
6 PrizePicks specifically are permitted in California.

7           93. For example, on the main PrizePicks landing page, PrizePicks.com, one of the first  
8 images a user encounters is a map showing where PrizePicks is available, which includes  
9 California:<sup>26</sup>



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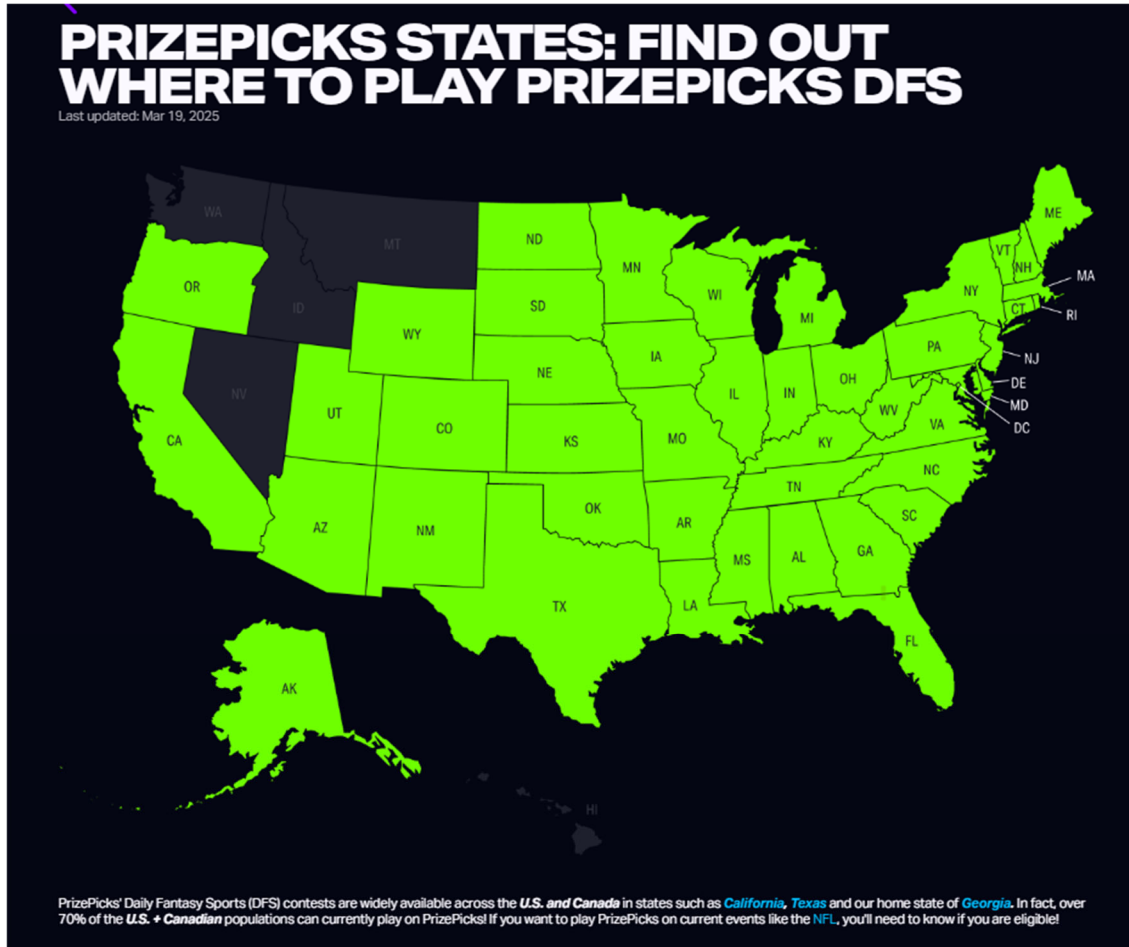
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28       <sup>26</sup> The image is in contrast to other gambling products offered by PrizePicks, which it states are not available to California users, as discussed in Paragraphs 103 to 110, below.

1 94. Similarly, if the user navigates to a tab on the main landing page that reads “Where  
2 to play DFS,” he is taken a similar landing page,<sup>27</sup> which once again represents that PrizePicks is  
3 available in California:



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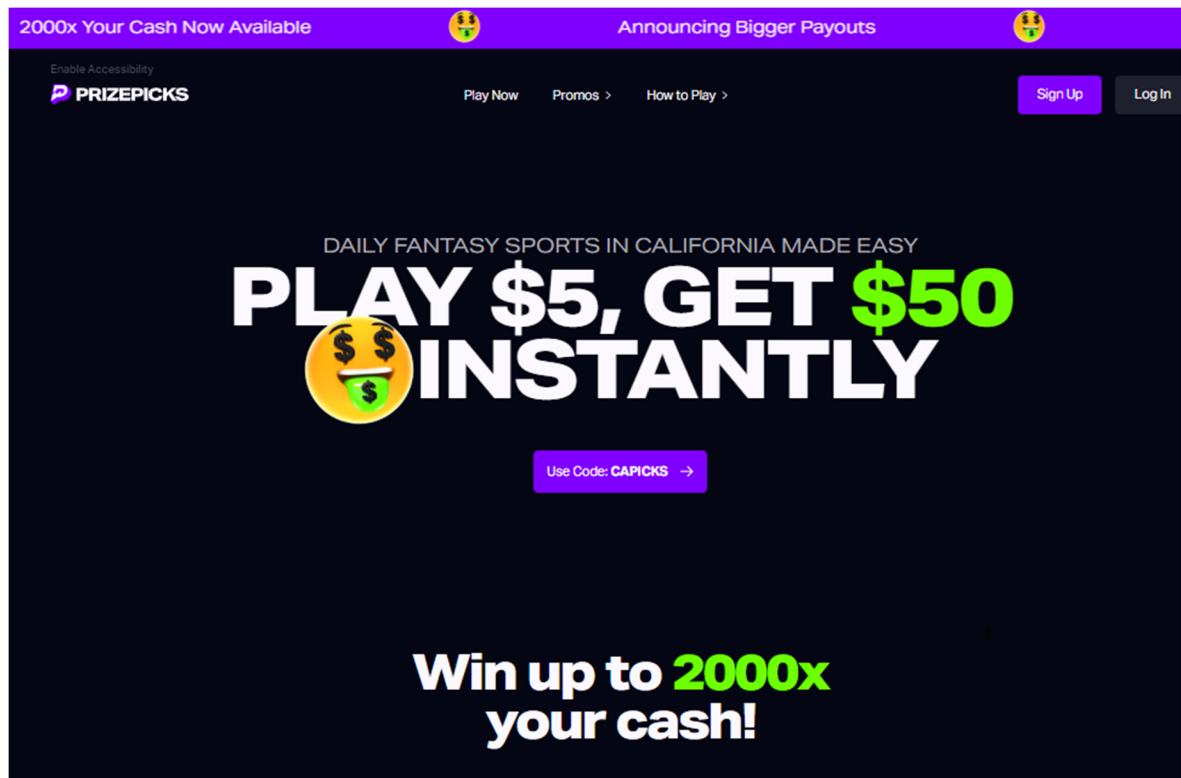
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27 <sup>27</sup> <https://www.prizepicks.com/resources/states-where-you-can-play-prizepicks> (last visited June  
28 10, 2025)

1 95. Below the map, PrizePicks states that “PrizePicks’ Daily Fantasy Sports (DFS)  
2 contests are widely available across the *U.S. and Canada* in states such as [California](#), [Texas](#) and  
3 our home state of [Georgia](#). In fact, over 70% of the *U.S. + Canadian* populations can currently  
4 play on PrizePicks! If you want to play PrizePicks on current events like the [NFL](#), you’ll need to  
5 know if you are eligible!” (Emphasis and hyperlinks in original.)

6 96. If a user follows the “California” hyperlink, he is taken to the PrizePicks California  
7 landing page,<sup>28</sup> which shows PrizePicks is “Daily Fantasy sports in California Made Easy,”  
8 followed by California-specific promotional offers:



22 97. The PrizePicks’ California landing page can also be accessed through many other  
23 links, including directly from Google and other online search engine results.

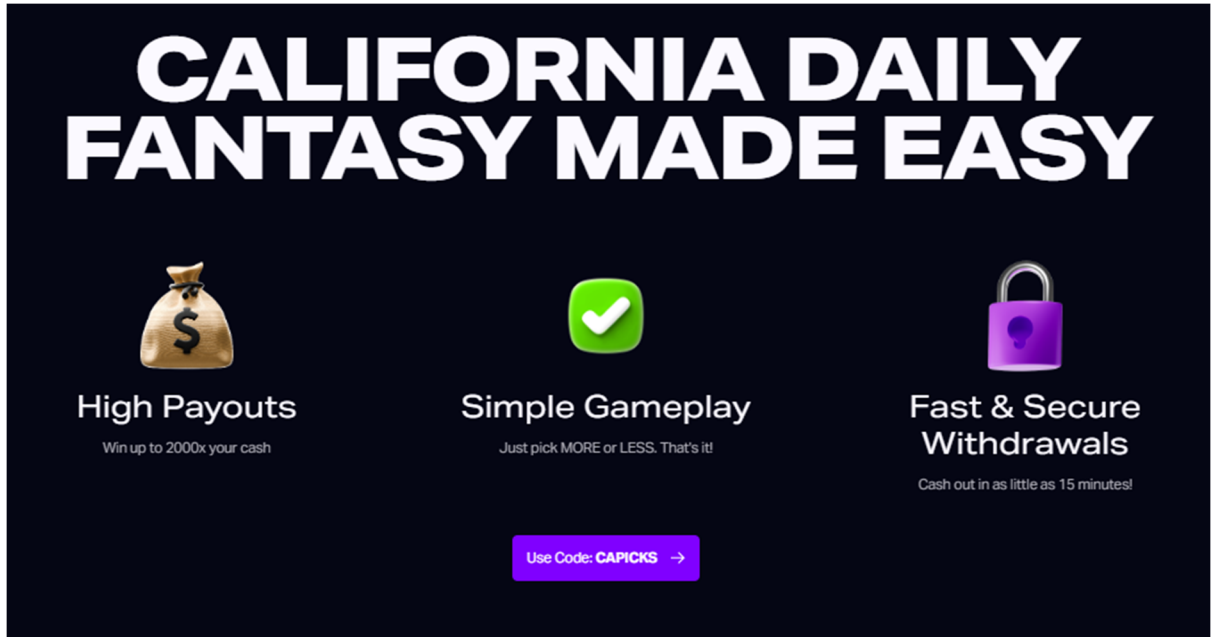
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28 <sup>28</sup> <https://www.prizepicks.com/states/california> (last visited June 10, 2025).

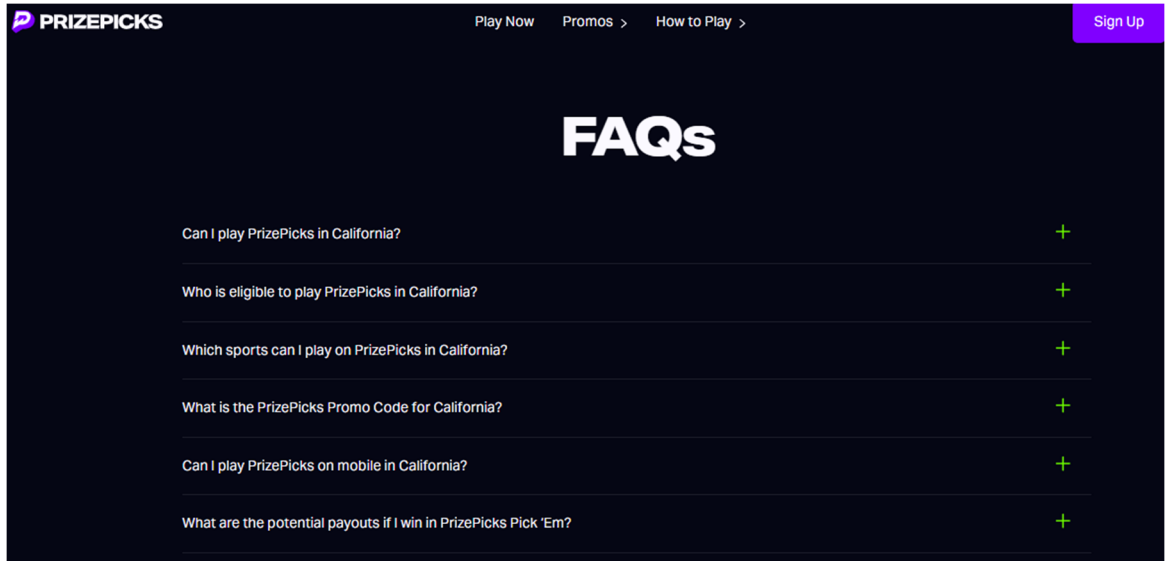
1 98. Further down the California landing page, PrizePicks once again emphasizes that  
2 PrizePicks is making “California Daily Fantasy Sports . . . Easy” for the user:



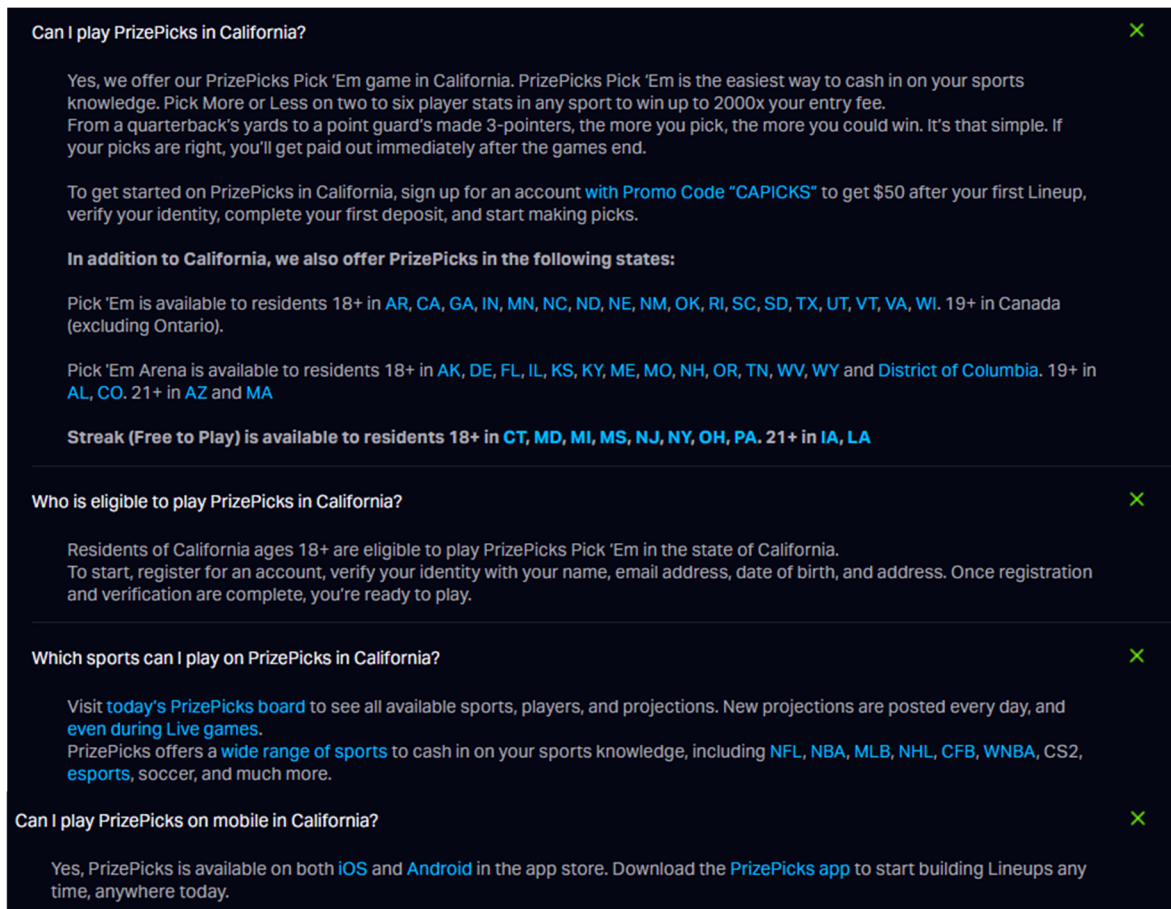
13 99. And PrizePicks once again follows up with a map reflecting that PrizePicks is  
14 available in California, among 45 other states:



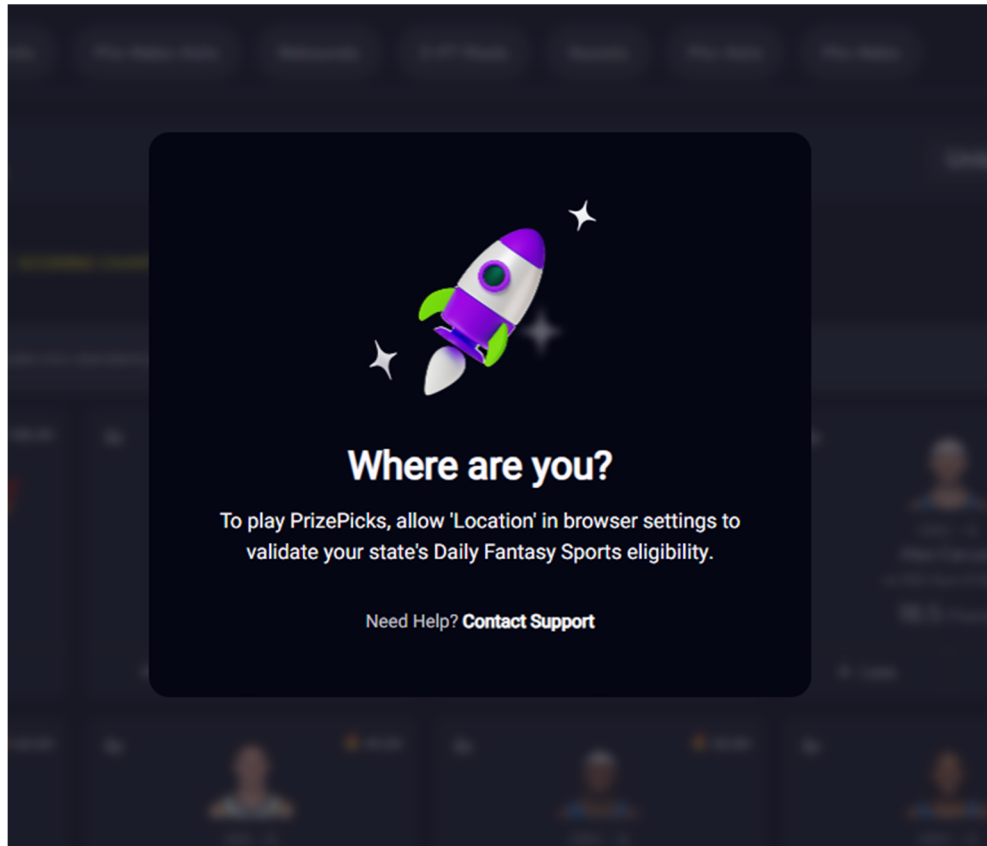
1 100. At the bottom of the California landing page, the user is presented with a series of  
 2 Frequently Asked Questions:



11  
 12 101. If the user expands the questions, he receives answers assuring him that he can play  
 13 PrizePicks Pick 'Em in California (and many other states);



1 102. Further, if a user attempts to explore the Gambling Websites before creating an  
2 account, he is expressly blocked from seeing many webpages until location sharing information is  
3 authorized, with PrizePicks stating that it needs to “validate your state’s Daily Fantasy Sports  
4 eligibility:”



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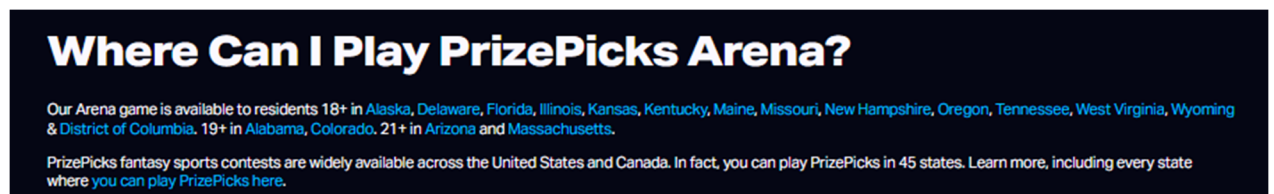
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1 103. PrizePicks’ representations regarding the availability Pick ‘Em are in contrast to its  
2 representations regarding the availability of its other common products.

3 104. For example, PrizePicks has a similar “availability map” for its “Streak” product,<sup>29</sup>  
4 which reflects the product is not available in California and many other states:



19 105. And PrizePicks states that it’s “Pick ‘Em Arena” product is only available in specific  
20 select states, excluding California:<sup>30</sup>



26  
27 <sup>29</sup> <https://www.prizepicks.com/streak> (last visited June 10, 2025).

28 <sup>30</sup> <https://www.prizepicks.com/resources/how-to-play-prizepicks-pick-em-arena> (last visited June 10, 2025).

1 106. Moreover, throughout the Gambling Websites, PrizePicks identifies different ages  
2 by state where customers can utilize the gambling products, for example:<sup>31</sup>

3 **Pick 'Em** is available to residents 18+ in [AR, CA, GA, IN, MN, NC, ND, NE, NM, OK, RI, SC, SD, TX, UT, VT, VA, WI](#) and [District of Columbia](#). 19+ in Canada (excluding Ontario).

4 Select more or less on 2-6 projection squares, choose Flex Play (1 or 2 picks can lose) or Power Play (all must win) and then lock in your lineup for big payouts.

5 **Pick 'Em Arena** is available to residents 18+ in [AK, DE, FL, IL, KS, KY, ME, MO, NH, OR, TN, WV, & WY](#). 19+ in [AL, CO](#). 21+ in [AZ](#) and [MA](#)

6 Select more or less on 2+ player projections, select your entry fee, and then submit your lineup. Your lineup is placed into a group according to member skill level, entry fee, number of projections selected, and the time of lineup submission. Members win by selecting a perfect lineup or by having the best lineup in the group.

7 **Streak (Free to Play):**

8 Available to residents 18+ in [CT, MD, MI, MS, NJ, NY, OH, PA](#). 21+ in [IA, LA](#).

9 107. Combined with PrizePicks’ affirmative representations about where Pick ‘Em is  
10 permitted, users are left to believe that PrizePicks, “the largest daily fantasy sports operator in North  
11 America,”<sup>32</sup> has carefully reviewed the gambling laws of California and other states and concluded  
12 that certain products are lawful in California and others are not.

13 108. Indeed, PrizePicks expressly states in its “How to Play PrizePicks” webpage,<sup>33</sup> that  
14 one of the reason users are required to submit their personal identifying information to PrizePicks  
15 is to “ensure that you meet state mandated age and location requirements governing daily fantasy  
16 sports:”

17 **1. Register for a PrizePicks Account**

18 When you first register for an account, you'll be asked to provide your name, email address, date of birth, address, and a password. We require personal identifying information such as your address and date of birth to ensure that you meet state mandated age and location requirements governing daily fantasy sports.

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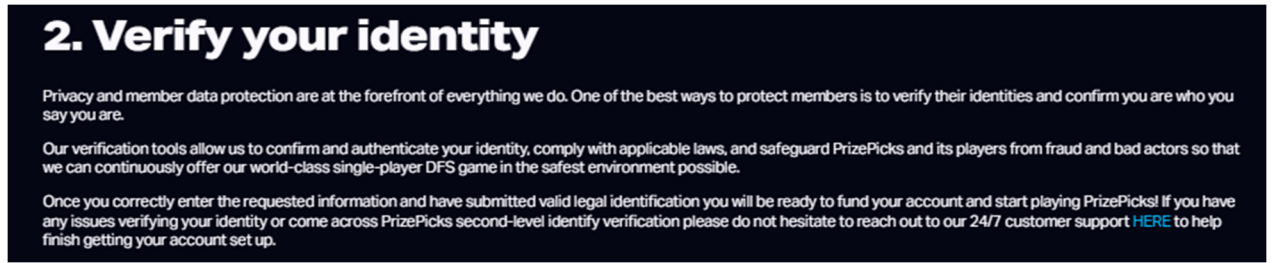
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25 <sup>31</sup> <https://www.prizepicks.com/resources/states-where-you-can-play-prizepicks> (last visited June  
26 10, 2025).

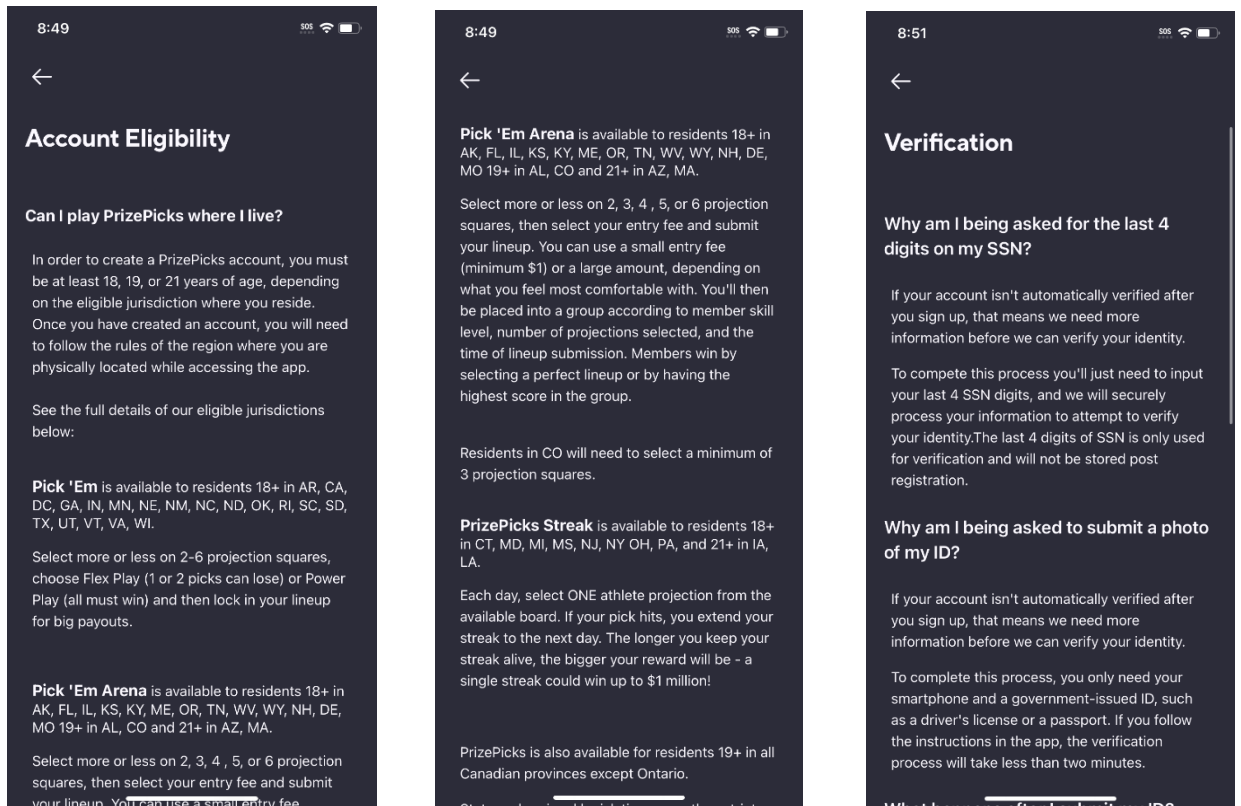
27 <sup>32</sup> <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited June 10, 2025).

28 <sup>33</sup> <https://www.prizepicks.com/resources/how-to-play-prizepicks> (last visited June 10, 2025)

109. PrizePicks further states that its verification tools, which, as noted above, includes location verification, are used to “comply with applicable laws”:



110. Similar representations are made on the mobile apps. For example, PrizePicks includes state specific age requirements and represents that account verification is needed in order to “follow the rules of the region where you are physically located while accessing the app.”



111. Put simply, PrizePicks intentionally and strategically leads—in fact, misleads—consumers into believing that its operation of the Gambling Websites in California is legal.

112. It is not.

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1 **E. Plaintiffs’ Experiences.**

2 **1. Plaintiff Justin Franks’ Experience.**

3 113. At all times relevant to this action, including at all times since creating an account  
4 with PrizePicks, Plaintiff Justin Franks has resided in San Francisco, California.

5 114. In or about 2020, in response to advertisements he saw on social media while  
6 residing in San Francisco, California, Plaintiff Justin Franks created an account with PrizePicks.  
7 PrizePicks represented to Plaintiff Franks that the products and services it offered in California  
8 were legal.

9 115. Since that time, PrizePicks has continued to represent to Plaintiff Franks including  
10 on the Gambling Websites themselves—that its services are legal in California.

11 116. In setting up and using his PrizePicks account, Plaintiff Franks expressly relied upon  
12 PrizePicks’ representations that the services it provides in California are legal.

13 117. If PrizePicks had honestly and accurately disclosed the unlawful nature of its  
14 gambling operations in California, Plaintiff Franks would not have created an account with  
15 PrizePicks in California and would not have placed bets while in California through the PrizePicks  
16 Gambling Websites.

17 118. Since December of 2023 Plaintiff Franks, has lost over \$1,000 to PrizePicks while  
18 in California.

19 119. If PrizePicks had not solicited bets and wagers from Plaintiff Franks while  
20 representing that such activities were legal (when, unknown to Plaintiff Franks at the time, they in  
21 fact were not legal), he would not have made any of those bets or wagers and would not have paid  
22 any money to PrizePicks.

23 120. Among other gambling options offered by PrizePicks in California, Plaintiff Franks  
24 has played Pick ‘Em while in California and lost money to PrizePicks.

25 121. In Plaintiff Franks’ experience, PrizePicks serves as the “house,” setting the betting  
26 lines, taking bets and wagers from all users, documenting (i.e., “booking”) those bets, using its  
27 records to determine “winners” and “losers,” and eventually paying out the winners.  
28

1 122. While Plaintiff Franks has now discontinued the use of PrizePicks while in  
2 California, he remains interested in online gambling in California, and if it becomes legal, he would  
3 continue to gamble online in California. Plaintiff Justin Franks may be tricked by PrizePicks in the  
4 future into engaging in unlawful gambling in California if PrizePicks continues to claim that its  
5 practices are legal.

6 123. Plaintiff Franks' sole reason for setting up an account with PrizePicks and  
7 purportedly consenting to PrizePicks' terms of service (which he did not review and was not aware  
8 he was purportedly agreeing to at the time of account creation or otherwise) was to gain access to  
9 the gambling services in California offered by PrizePicks that he now understands violate  
10 California law.

11 124. Said differently, to the extent a contract was formed between Plaintiff Franks and  
12 PrizePicks, the sole purpose of the contract was to facilitate the unlawful gambling activities that  
13 are at issue in this Complaint.

14 125. Accordingly, Plaintiff Franks' contract with PrizePicks (to the extent any such  
15 contract was otherwise ever formed), is void (and was void *ab initio*) pursuant to, among other  
16 authorities, California Civil Code Section 1667, which makes contracts invalid where the contract  
17 is: "1. Contrary to an express provision of law; 2. Contrary to the policy of express law, though not  
18 expressly prohibited; or 3. Otherwise contrary to good morals."

19 **2. Plaintiff Jack Bacigalupi's Experience.**

20 126. At all times relevant to this action, including at all times within the past four years,  
21 Plaintiff Jack Bacigalupi has resided in San Francisco, California.

22 127. In or about 2022, in response to PrizePicks advertisements he had seen on social  
23 media while in San Francisco, California, Plaintiff Bacigalupi created an account with PrizePicks.  
24 PrizePicks represented to Plaintiff Bacigalupi that the products and services it offered in California  
25 were legal.

26 128. Since that time, PrizePicks has continued to represent to Plaintiff Bacigalupi  
27 including on the Gambling Websites themselves—that its services are legal in California.  
28

1 129. In setting up and using his PrizePicks account, Plaintiff Bacigalupi expressly relied  
2 upon PrizePicks' representations that the services it provides in California are legal.

3 130. If PrizePicks had honestly and accurately disclosed the unlawful nature of its  
4 gambling operations in California, Plaintiff Bacigalupi would not have created an account with  
5 PrizePicks in California and would not have placed bets while in California through the PrizePicks  
6 Gambling Websites.

7 131. For example, in October of 2024, relying on PrizePicks representations, Plaintiff  
8 Bacigalupi, while in San Francisco California, lost several hundred dollars betting on NFL Pick  
9 'Em contests hosted by PrizePicks on the Gambling Websites.

10 132. If PrizePicks had not solicited bets and wagers from Plaintiff Bacigalupi while  
11 representing that such activities were legal (when, unknown to Plaintiff Bacigalupi at the time, they  
12 in fact were not legal), he would not have made any of those bets or wagers and would not have  
13 paid any money to PrizePicks.

14 133. In Plaintiff Bacigalupi's experience, PrizePicks serves as the "house," setting the  
15 betting lines, taking bets and wagers from all users, documenting (i.e., "booking") those bets, using  
16 its records to determine "winners" and "losers," and eventually paying out the winners.

17 134. While Plaintiff Bacigalupi has now discontinued the use of PrizePicks while in  
18 California, he remains interested in online gambling in California, and if it becomes legal, he would  
19 continue to gamble online in California. Plaintiff Bacigalupi may be tricked by PrizePicks in the  
20 future into engaging in unlawful gambling in California if PrizePicks continues to claim that its  
21 practices are legal.

22 135. Plaintiff Bacigalupi's sole reason for setting up an account with PrizePicks and  
23 purportedly consenting to PrizePicks' terms of service (which he did not review and was not aware  
24 he was purportedly agreeing to at the time of account creation or otherwise) was to gain access to  
25 the gambling services in California offered by PrizePicks that he now understands violate  
26 California law.

27  
28

1 136. Said differently, to the extent a contract was formed between Plaintiff Bacigalupi  
2 and PrizePicks, the sole purpose of the contract was to facilitate the unlawful gambling activities  
3 that are at issue in this Complaint.

4 137. Accordingly, Plaintiff Bacigalupi’s contract with PrizePicks (to the extent any such  
5 contract was otherwise ever formed), is void (and was void *ab initio*) pursuant to, among other  
6 authorities, California Civil Code Section 1667, which makes contracts invalid where the contract  
7 is: “1. Contrary to an express provision of law; 2. Contrary to the policy of express law, though not  
8 expressly prohibited; or 3. Otherwise contrary to good morals.”

9 **F. Plaintiffs’ Claims Are Not Subject to Arbitration.**

10 138. Plaintiffs’ sole reason for setting up an account with PrizePicks and purportedly  
11 consenting to PrizePicks’ terms of service (which they did not review and were not aware they were  
12 purportedly agreeing to at the time of account creation or otherwise) was to gain access to the  
13 gambling services in California offered by PrizePicks that they now understand violate California  
14 law.

15 139. Said differently, to the extent a contract was formed between Plaintiffs, respectively,  
16 and PrizePicks, the sole purpose of the contract was to facilitate the unlawful gambling activities  
17 that are at issue in this Complaint.

18 140. Accordingly, Plaintiffs’ respective contracts with PrizePicks (to the extent any such  
19 contracts were otherwise ever formed), are void (and were void *ab initio*) pursuant to, among other  
20 authorities, California Civil Code Section 1667, which makes contracts invalid where the contract  
21 is: “1. Contrary to an express provision of law; 2. Contrary to the policy of express law, though not  
22 expressly prohibited; or 3. Otherwise contrary to good morals.”<sup>34</sup>

23 ///

24 ///

25 ///

26  
27 \_\_\_\_\_  
28 <sup>34</sup> Plaintiffs expressly reserve their right to contest the PrizePicks Terms of Service on additional  
and separate grounds in response to any motion brought by PrizePicks or otherwise.

1 141. Moreover, even if a contract were formed (and it was not), by the express terms of  
2 that contract, “claim[s] for equitable relief” are “not subject to the Agreement to Arbitrate”:

3 Exceptions to Arbitration. You and PrizePicks agree that *the*  
4 *following claims are not subject to the Agreement to Arbitrate*: (a)  
5 any claim seeking to enforce or protect, or concerning the validity of,  
6 any of PrizePicks’ intellectual property rights; (b) any claim brought  
7 by PrizePicks related to, or arising from, allegations of your piracy  
8 [sic] or invasion of privacy; and (c) *any claim for equitable relief*.  
9 In addition to the foregoing, PrizePicks may assert an individual  
10 action as described in Section 23.1.

11 PrizePicks Terms of Service dated January 6, 2025 at ¶ 23.2 (emphasis added).<sup>35</sup>

12 142. In this Action, Plaintiffs expressly only allege claims for equitable relief, as reflected  
13 in Section VII, below, and accordingly, their claims are not subject to arbitration.

14 **G. PrizePicks’ Affirmative Misrepresentations Have Tolled the Statute of Limitations.**

15 143. As detailed above, PrizePicks has consistently and explicitly represented to the  
16 public and its customers, including Plaintiffs and the Class (as defined below), that its operation of  
17 the Gambling Websites in California is permissible and legal.

18 144. Among other things, PrizePicks has held itself out as being an expert on gambling  
19 law and regulations, and induced Plaintiffs and the Class to rely on its affirmative false  
20 representations and statements in order to secure Plaintiffs’ and the Class’s use of the Gambling  
21 Websites and to keep Plaintiffs and the Class using the unlawful Gambling Websites in California.

22 145. As a direct and proximate result of PrizePicks’ affirmative misrepresentations and  
23 statements, Plaintiffs and the Class had no reason to believe that operation of the Gambling  
24 Websites was unlawful. In fact, just the opposite. They trusted and relied upon the purported  
25 expertise of PrizePicks, “the largest daily fantasy sports operator in North America,”<sup>36</sup> in California  
26 gambling law and regulation.

27 146. Plaintiffs and the Class were unable to discover—and in fact, did not discover—the  
28 true and unlawful nature of the Gambling Websites on their own, as, on information and belief,

<sup>35</sup> Available online at <https://www.prizepicks.com/help-center/terms-of-service> (last visited June 10, 2025).

<sup>36</sup> <https://www.prizepicks.com/press-news/prizepicks-teams-up-with-the-san-francisco-giants-as-official-daily-fantasy-sports-partner> (last visited June 10, 2025).

1 PrizePicks and others in the online gambling industry have inundated the internet and other publicly  
2 available resources (e.g., news articles and legal blogs) with claims that daily fantasy sports betting  
3 contests and other betting contests, like Pick ‘Em, are legal in California.

4 147. When Plaintiffs did finally learn the true unlawful nature of the Gambling Websites’  
5 operation in or about June of 2025, Plaintiffs promptly filed this lawsuit.

6 **H. PrizePicks Acted with Malice, Oppression, and Fraud.**

7 148. As detailed in this Complaint, PrizePicks has acted with malice, oppression, and  
8 fraud.

9 149. PrizePicks acted with malice, because, among other reasons and as otherwise  
10 detailed in this Complaint, PrizePicks’ conduct was despicable and was done with a willful and  
11 knowing disregard of the rights of the public, Plaintiffs, and the Class (as defined below) because  
12 PrizePicks knew (or should have known) that its gambling operations in California were illegal,  
13 but despite that induced Plaintiffs and the Class to gamble and lose money through its Gambling  
14 Websites while in California. As the California legislature has repeatedly made clear, “no person  
15 in this state has a right to operate a gambling enterprise except as may be expressly permitted by  
16 the laws of this state.” Cal. Bus. & Prof. Code § 19801(d).

17 150. PrizePicks’ conduct was oppressive because, among other reasons and as otherwise  
18 detailed in this Complaint, it was despicable and subjected Plaintiffs and the Class to cruel and  
19 unjust hardship in knowing disregard of their rights, including by falsely inducing them to lose  
20 significant sums of money through the illegal gambling enterprise that PrizePicks held out as being  
21 legal in California.

22 151. PrizePicks’ conduct was fraudulent, because, among other reasons and as otherwise  
23 detailed in this Complaint, PrizePicks intentionally misrepresented and concealed the true nature  
24 of its unlawful gambling enterprise from Plaintiffs and the Class by affirmatively representing that  
25 the Gambling Websites and associated contests were legal in California when PrizePicks knew (or  
26 should have known) that such contests were not.

1 **VI. CLASS ALLEGATIONS**

2 152. This action is brought and may properly proceed as a class action pursuant to Federal  
3 Rule of Civil Procedure Rule 23, including, without limitation, Sections (b)(1), (b)(2), and (b)(3)  
4 of Rule 23.

5 153. Plaintiffs seek certification of the following class (the “Class”):

6 All residents of California who placed a bet or wager on the  
7 Gambling Websites while in California.

8 154. The following people are excluded from the Class: (1) any Judge or Magistrate  
9 presiding over this action, members of their staffs (including judicial clerks), and members of their  
10 families; (2) Defendants, Defendants’ subsidiaries, parents, successors, predecessors, and any  
11 entity in which the Defendants or its parents have a controlling interest, and their current or former  
12 employees, officers and directors; (3) persons who properly execute and file a timely request for  
13 exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on  
14 the merits or otherwise released; (5) Plaintiffs’ counsel and Defendants’ counsel, and non-attorney  
15 employees of their firms; and (6) the legal representatives, successors, and assigns of any such  
16 excluded persons.

17 155. PrizePicks’ practices have resulted in actual injury and harm to the Class members  
18 in the amount of deposits made with PrizePicks and/or losses incurred on the Gambling Websites  
19 for bets or wagers placed while in California.

20 156. Plaintiffs explicitly reserve their right to amend, add to, modify, and/or otherwise  
21 change the proposed class definition as discovery in this action progresses.

22 157. **Numerosity.** Plaintiffs are informed and believe that there are hundreds of  
23 thousands or potentially millions of members of the Class. The Class is so large that the joinder of  
24 all of its members is impracticable. The exact number of members of the Class can be determined  
25 from information in the possession and control of PrizePicks.

26 158. **Commonality.** PrizePicks has acted or refused to act on grounds that apply  
27 generally to the Class. Absent certification of the Class, the relief sought herein creates the  
28

1 possibility of inconsistent judgments and/or obligations imposed on PrizePicks and/or Plaintiffs  
2 and the Class. Numerous common issues of fact and law exist, including, without limitation:

- 3 a. What gambling contests PrizePicks offers in California.
- 4 b. What mediums (e.g., website, app, in person, etc.) PrizePicks offers its  
5 gambling contests through in California.
- 6 c. The dates and number of gambling contests offered by PrizePicks in  
7 California.
- 8 d. Whether PrizePicks violates California Penal Code Section 319 by operating  
9 the Gambling Websites in California and allowing California residents to  
10 place bets and wagers on the Gambling Websites.
- 11 e. Whether PrizePicks violates California Penal Code Section 320 by operating  
12 the Gambling Websites in California and allowing California residents to  
13 place bets and wagers on the Gambling Websites.
- 14 f. Whether PrizePicks violates California Penal Code Section 321 by operating  
15 the Gambling Websites in California and allowing California residents to  
16 place bets and wagers on the Gambling Websites.
- 17 g. Whether PrizePicks violates California Penal Code Section 330 by operating  
18 the Gambling Websites in California and allowing California residents to  
19 place bets and wagers on the Gambling Websites.
- 20 h. Whether PrizePicks violates California Penal Code Section 330a by  
21 operating the Gambling Websites in California and allowing California  
22 residents to place bets and wagers on the Gambling Websites.
- 23 i. Whether PrizePicks violates California Penal Code Section 337a by  
24 operating the Gambling Websites in California and allowing California  
25 residents to place bets and wagers on the Gambling Websites.
- 26 j. Whether PrizePicks violates any additional sections of the California Penal  
27 Code or other applicable California law and/or regulation by operating the  
28

1 Gambling Websites in California and allowing California residents to place  
2 bets and wagers on the Gambling Websites.

3 k. Whether PrizePicks’ violations of the California Penal Code give rise to  
4 liability under California’s unfair competition law.

5 l. Whether PrizePicks is a “person” within the meaning of Section 1761(c) of  
6 the California Consumer Legal Remedies Act (“CLRA”).

7 m. Whether Plaintiffs are “consumers” within the meaning of Section 1761(d)  
8 of the CLRA.

9 n. Whether PrizePicks’ practices violate the following CLRA Sections, among  
10 others:

11 i. “Misrepresenting the source, sponsorship, approval, or certification  
12 of goods or services” (a)(2);

13 ii. “Misrepresenting the affiliation, connection, or association with, or  
14 certification by, another” (a)(3);

15 iii. “Representing that goods or services have sponsorship, approval,  
16 characteristics, ingredients, uses, benefits, or quantities that they do not  
17 have or that a person has a sponsorship, approval, status, affiliation, or  
18 connection that the person does not have” (a)(5);

19 iv. “Representing that goods or services are of a particular standard,  
20 quality, or grade, or that goods are of a particular style or model, if they are  
21 of another” (a)(7);

22 v. “Representing that a transaction confers or involves rights, remedies,  
23 or obligations that it does not have or involve, or that are prohibited by law”  
24 (a)(14);

25 vi. “Representing that the consumer will receive a rebate, discount, or  
26 other economic benefit, if the earning of the benefit is contingent on an  
27 event to occur subsequent to the consummation of the transaction” (a)(17);

28 and

- 1                   vii.    “Inserting an unconscionable provision in the contract” (a)(19).
- 2                   o.      Whether PrizePicks’ operation of the Gambling Websites should be enjoined
- 3                   in California.
- 4                   p.      The appropriate equitable monetary model for calculating equitable
- 5                   restitution and/or equitable disgorgement.
- 6                   q.      Whether PrizePicks’ affirmative misrepresentations that the Gambling
- 7                   Websites are legal tolled any otherwise applicable statutes of limitations.
- 8                   r.      Whether any subset of claims held by the Class are barred by the statute of
- 9                   limitations.

10           159.   **Predominance.** These common issues predominate over individualized inquiries in  
11 this action because PrizePicks’ liability can be established as to all members of the Class as  
12 discussed herein.

13           160.   **Typicality.** Plaintiffs’ claims against PrizePicks and experience with PrizePicks are  
14 typical, if not identical, to the claims and experiences of members of the Class because, among  
15 other reasons, Plaintiffs’ claims arise from PrizePicks’ practices that are applicable to the entire  
16 Class.

17           161.   **Adequacy.** Plaintiffs will fairly and adequately represent and protect the interests  
18 of the Class and have retained counsel competent and experienced in complex litigation and class  
19 actions. Plaintiffs’ claims are representative of the claims of the other members of the Class, as  
20 Plaintiffs and each member of the Class lost money to PrizePicks. Plaintiffs also have no interests  
21 antagonistic to those of the Class, and PrizePicks has no defenses unique to Plaintiffs. Plaintiffs  
22 and their counsel are committed to vigorously prosecuting this action on behalf of the Class and  
23 have the financial resources to do so. Neither Plaintiffs nor their counsel have any interest adverse  
24 to the Class.

25           162.   **Superiority.** There are substantial benefits to proceeding as a class action that  
26 render proceeding as a class action superior to any alternatives, including that it will provide a  
27 realistic means for members of the Class to receive equitable monetary relief; the equitable  
28 monetary relief suffered by members of the Class may be relatively small; it would be substantially

1 less burdensome on the courts and the parties than numerous individual proceedings; many  
2 members of the Class may be unaware that they have equitable recourse for the conduct alleged  
3 herein; and because issues common to members of the Class can be effectively managed in a single  
4 proceeding. Plaintiffs and their counsel know of no difficulty that could be encountered in the  
5 management of this litigation that would preclude its maintenance as a class action.

6 163. Plaintiffs reserve the right to revise each of the foregoing allegations based on facts  
7 learned through additional investigation and in discovery.

## 8 **VII. CAUSES OF ACTION**

### 9 **A. First Cause of Action: Violation of California’s Unfair Competition Law, Cal. Bus. & 10 Prof. Code §§ 17200 *et seq.*, (“UCL”) on Behalf of Plaintiffs and the Class.**

11 164. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through  
12 163, inclusive, of this Complaint.

13 165. PrizePicks, Plaintiffs, and Class are “persons” within the meaning of the UCL.

14 166. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice,”  
15 each of which is separately actionable.

16 167. PrizePicks’ practices of operating the Gambling Websites within California are  
17 “unlawful” within the meaning of the UCL because, among other things, the operation of the  
18 Gambling Websites violates California Penal Code Sections 319, 320, 321, 330, 330a, 337a, and  
19 337j because, among other reasons, in the course of business and in the course of trade and  
20 commerce, PrizePicks has:

- 21 a. Operated illegal lotteries and/or games of chance in violation of Penal  
22 Code Sections 319, 320, 321, 330a, and 337j by operating the  
23 Gambling Websites and Pick ‘Em contests in California.<sup>37</sup>

24  
25 \_\_\_\_\_  
26 <sup>37</sup> Plaintiffs note that they are specifically authorized by Federal Rule of Civil Procedure Rule  
27 8(d)(2) to make their allegations in the alternative, and accordingly, allege that the gambling  
28 contests offered in California by PrizePicks constitute games of “chance” for purposes of those  
Penal Code Sections that prohibit lotteries and/or other games of chance, and constitute games of  
skill, to the extent skill is found to be a necessary element of certain claims made under Penal Code  
Section 337a or otherwise.

- 1           b.     Operated banking and/or percentage gambling games in violation of  
2           Penal Code Section 330 by operating the Gambling Websites and Pick  
3           ‘Em contests in California.
- 4           c.     Engaged in pool selling in violation of Penal Code Section 337(a)(1)  
5           by operating the Gambling Websites and Pick ‘Em contests in  
6           California.<sup>38</sup>
- 7           d.     Engaged in bookmaking in violation of Penal Code Section 337(a)(1)  
8           by operating the Gambling Websites and Pick ‘Em contests in  
9           California.
- 10          e.     Violated Penal Code Section 337(a)(3) by “receiv[ing], hold[ing], or  
11          forward[ing] . . . money . . . staked, pledged, bet or wagered . . upon  
12          the result, or purported result, of any trial, or purported trial, or  
13          contest, or purported contest, of skill, speed or power of endurance of  
14          person or animal, or between persons, animals, or mechanical  
15          apparatus, or upon the result, or purported result, of any lot, chance,  
16          casualty, unknown or contingent event whatsoever” by operating the  
17          Gambling Websites and Pick ‘Em contests in California.
- 18          f.     Violated Penal Code Section 337(a)(4) by “record[ing], or  
19          register[ing] any bet or bets, wager or wagers, upon the result . . . of  
20          any trial, or purported trial, or contest, or purported contest, of skill,  
21          speed or power of endurance of person or animal, or between persons,  
22          animals, or mechanical apparatus, or upon the result, or purported  
23          result, of any lot, chance, casualty, unknown or contingent event  
24          whatsoever” by operating the Gambling Websites and Pick ‘Em  
25          contests in California.
- 26

27 \_\_\_\_\_  
28 <sup>38</sup> Plaintiffs expressly state their allegation of “pool selling” as an alternative to their “banking  
game” allegation, to the extent there is any inconsistency between these allegations.

1 g. Violated Penal Code Section 337(a)(6) by “[o]ffer[ing] or accept[ing]  
2 any bet or bets, or wager or wagers, upon the result . . . of any trial, or  
3 purported trial, or contest, or purported contest, of skill, speed or  
4 power of endurance of person or animal, or between persons, animals,  
5 or mechanical apparatus” by operating the Gambling Websites and  
6 Pick ‘Em contests in California.

7 168. PrizePicks’ operation of the Gambling Websites and Pick ‘Em contests within  
8 California is also unlawful within the meaning of the UCL because PrizePicks has violated the  
9 CLRA, as alleged in the Second Cause of Action, below.

10 169. PrizePicks’ operation of the Gambling Websites and Pick ‘Em contests within  
11 California is also unlawful within the meaning of the UCL because PrizePicks has violated the  
12 California Business and Professions Code, because “no person in this state has a right to operate a  
13 gambling enterprise except as may be expressly permitted by the laws of this state.” Cal. Bus. &  
14 Prof. Code § 19801(d).

15 170. The acts and practices of PrizePicks as alleged herein also constitute “unfair”  
16 business acts and practices under the UCL because PrizePicks’ conduct is unconscionable,  
17 immoral, deceptive, unfair, illegal, unethical, oppressive, and/or unscrupulous. Further, the gravity  
18 of PrizePicks’ conduct outweighs any conceivable benefit of such conduct.

19 171. PrizePicks has, in the course of business and in the course of trade or commerce,  
20 undertaken and engaged in unfair business acts and practices by tricking consumers into believing  
21 operation of the Gambling Websites and Pick ‘Em contests are lawful in California, when in fact,  
22 they are not, causing Plaintiffs and the Class to be tricked out of tens of millions of dollars.

23 172. Plaintiffs and the Class have suffered injury in fact—in the form of all amounts paid  
24 to PrizePicks and/or the total of net losses on the Gambling Websites run by PrizePicks for bets  
25 placed within California—as a result of PrizePicks’ unlawful and unfair business acts and practices  
26 and are at substantial risk of continuing to lose money and be injured by those acts and practices if  
27 the practices are not enjoined.

28

1 173. Plaintiffs seek all available *equitable* remedies under the UCL and expressly state  
2 that they do not seek any non-equitable remedies. Specifically, Plaintiffs and the Class seek an  
3 order providing equitable restitution and/or equitable disgorgement in the form of all amounts paid  
4 to PrizePicks by Plaintiffs and the Class and/or the total of net losses on the Gambling Websites by  
5 Plaintiffs and the Class for bets placed within California.

6 174. Plaintiffs further seek an equitable order enjoining the unlawful practices.

7 175. To the extent found to be available in a claim at equity, Plaintiffs and the Class  
8 further seek their attorneys' fees and costs pursuant to California Code of Civil Procedure Section  
9 1021.5 because Plaintiffs and the Class seek to enforce "an important right affecting the public  
10 interest" in bringing this equitable claim.

11 **B. Second Cause of Action: Violation of California's Consumer Legal Remedies Act,**  
12 **California Civil Code §§ 1750 *et seq.*, on Behalf of Plaintiffs and the Class.**

13 176. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through  
14 163, inclusive, of this Complaint.

15 177. At all relevant times, Plaintiffs and Class members were "consumers" within the  
16 meaning of the CLRA, as they were individuals seeking or acquiring, by purchase or lease, goods  
17 or services for personal, family, or household purposes.

18 178. PrizePicks' actions and conduct constituted transactions for the sale or lease of  
19 goods or services to consumers under the terms of the CLRA, namely the selling of the unlawful  
20 gambling goods and services that are at issue in this action through the Gambling Websites.

21 179. PrizePicks violated the CLRA by, among other things:

- 22 a. "Misrepresenting the source, sponsorship, approval, or certification of goods  
23 or services" (a)(2);
- 24 b. "Misrepresenting the affiliation, connection, or association with, or  
25 certification by, another" (a)(3);
- 26 c. "Representing that goods or services have sponsorship, approval,  
27 characteristics, ingredients, uses, benefits, or quantities that they do not have  
28

1 or that a person has a sponsorship, approval, status, affiliation, or connection  
2 that the person does not have” (a)(5);

3 d. “Representing that goods or services are of a particular standard, quality, or  
4 grade, or that goods are of a particular style or model, if they are of another”  
5 (a)(7);

6 e. “Representing that a transaction confers or involves rights, remedies, or  
7 obligations that it does not have or involve, or that are prohibited by law”  
8 (a)(14);

9 f. “Representing that the consumer will receive a rebate, discount, or other  
10 economic benefit, if the earning of the benefit is contingent on an event to  
11 occur subsequent to the consummation of the transaction” (a)(17); and

12 g. “Inserting an unconscionable provision in the contract” (a)(19).

13 180. PrizePicks’ actions and misrepresentations were material, and PrizePicks’ violations  
14 of the CLRA were a substantial factor in causing Plaintiffs and the Class to lose money.

15 181. As a direct and proximate consequence of these actions, Plaintiffs and the Class  
16 suffered injury.

17 182. PrizePicks’ conduct was malicious, fraudulent, and wanton in that it intentionally  
18 and knowingly provided misleading information to Plaintiffs and the Class for Defendants’ own  
19 benefit to the detriment of Plaintiffs and the Class.

20 183. The CLRA provides robust enforcement tools for consumers, including:

21 a. Prohibiting the waiver of any substantive rights provided for under the  
22 CLRA. *Id.* § 1750

23 b. Requiring that the CLRA “shall be liberally construed and applied to  
24 promote its underlying purposes, which are to protect consumers against  
25 unfair and deceptive business practices and to provide efficient and  
26 economical procedures to secure such protection.” *Id.* § 1760.

27 c. Establishing a substantive right to litigate in the forum where the transaction  
28 occurred. *Id.* § 1780(d).

- 1 d. Establishing a substantive right to pursue class claims. *Id.* § 1781; *see also*
- 2 *id.* § 1752.
- 3 e. Authorizing injunctive relief. *Id.* § 1780(a)(2)
- 4 f. Authorizing restitution of unlawfully taken sums. *Id.* § 1780(a)(3).
- 5 g. Requiring that the Court “shall award court costs and attorney’s fees to a
- 6 prevailing plaintiff in litigation.” *Id.* § 1780(e).

7 184. Plaintiffs seek all available *equitable* remedies under the CLRA and expressly state  
8 that they do not seek any non-equitable remedies.

9 **VIII. PRAYER FOR RELIEF**

10 185. Plaintiffs, individually and on behalf of all others similarly situated, respectfully  
11 request that this Court enter an Order:

- 12 a. Granting all available *equitable* remedies and expressly state that they
- 13 do not seek any non-equitable remedies.<sup>39</sup>
- 14 b. Certifying the proposed Class pursuant to Rule 23, appointing
- 15 Plaintiffs as Class Representatives, and appointing Plaintiffs’ counsel
- 16 as Class Counsel;
- 17 c. Providing for any and all equitable injunctive relief the Court deems
- 18 appropriate;
- 19 d. Awarding equitable monetary relief, including but not limited to
- 20 equitable restitution and/or equitable disgorgement;
- 21 e. Providing for any and all other equitable monetary relief the Court
- 22 deems appropriate;
- 23 f. Awarding Plaintiffs their reasonable costs and expenses of suit,
- 24 including attorney’s fees to the extent allowed at equity;

25  
26 \_\_\_\_\_  
27 <sup>39</sup> If this action is compelled to arbitration (and it should not be) and/or the Terms of Service are  
28 otherwise found by the Court to be void and/or in applicable to this action, Plaintiffs reserve their  
right to add additional claims for non-equitable relief at such time.

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- g. Awarding pre- and post-judgement interest on any equitable monetary recovery to extent allowed at equity; and
- h. Providing such further equitable relief as this Court may deem just and proper.

Respectfully submitted,

Dated: June 11, 2025

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**IX. DEMAND FOR TRIAL BY JURY**

Plaintiffs, on behalf of themselves and the putative Class, hereby respectfully demand a trial by jury on all claims for which a jury trial is available.

Dated: June 11, 2025

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